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|---|------|--|---|---|---|--|-------------------------------|--|---|--|
| SOLICITATION, OFFER AND AWARD | | | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | RATING | | PAGE OF PAGES 1 100 | | |
| 2. CONTRACT NO. DABT31-00-R-1000 | | | 3. SOLICITATION NO. DABT31-00-R-1000 | | 4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP) | | 5. DATE ISSUED 21 Sep 2001 | | 6. REQUISITION/PURCHASE NO. DPWUTL-9224-N006 | |
| 7. ISSUED BY DIRECTORATE OF CONTRACTING PO BOX 140 FORT LEONARD WOOD MO 65476-0140 CODE DABT31 TEL: 573-596-0266 FAX: 573-596-0267 | | | | 8. ADDRESS OFFER TO (If other than Item 7) See Item CODE TEL: FAX: | | | | | | |
| NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder". | | | | | | | | | | |
| SOLICITATION | | | | | | | | | | |
| 9. Sealed offers in original and <u>5</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>DOC, Bldg 606, FLW, MO</u> until <u>16 00</u> local time <u>08 Feb 2002</u> (Hour) (Date) | | | | | | | | | | |
| CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation. | | | | | | | | | | |
| 10. FOR INFORMATION CALL: | | A. NAME FREDERICK W BLOCH | | | B. TELEPHONE (Include area code)(NO COLLECT CALLS) 573-596-0265 | | | C. E-MAIL ADDRESS blochf@wood.army.mil | | |
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| OFFER (Must be fully completed) | | | | | | | | | | |
| NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period. | | | | | | | | | | |
| 12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule. | | | | | | | | | | |
| 13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) | | | | | | | | | | |
| 14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated): | | | | | AMENDMENT NO. | | DATE | | AMENDMENT NO. | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| 15A. NAME AND ADDRESS OF OFFEROR | | CODE | | FACILITY | | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | | | | |
| 15B. TELEPHONE NO (Include area code) | | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. | | <input type="checkbox"/> | | 17. SIGNATURE | | 18. OFFER DATE | | |
| AWARD (To be completed by) | | | | | | | | | | |
| 19. ACCEPTED AS TO ITEMS NUMBERED 0001 0005 | | | | 20. AMOUNT 77 020 348 00 | | 21. ACCOUNTING AND APPROPRIATION | | | | |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)() | | | | | | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified) | | | | |
| 24. ADMINISTERED BY (If other than Item 7) | | | | CODE | | 25. PAYMENT WILL BE MADE BY CODE | | | | |
| 26. NAME OF CONTRACTING OFFICER (Type or print) | | | | | | 27. UNITED STATES OF AMERICA (Signature of Contracting Officer) | | 28. AWARD DATE | | |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION A Solicitation/Contract Form

B.1 INTRODUCTORY INFORMATION AND EXPLANATION OF TERMS.

B.1.1 Offerors should carefully read the definitions and information contained in Paragraph's B.3 and B.4. before initially reviewing the Schedules. Additional information regarding the matters contained in the Schedules is contained in Section H. Offerors should thoroughly review the entire solicitation prior to completion of any Schedule. In addition to providing the Government the Offeror's proposed pricing for each line item in Schedule B-1, Offerors must provide all information required in Supplemental Schedules B-2 and B-3. Offerors submitting proposals which fail to provide all information and calculations required IAW the solicitation may be excluded from the competitive range and not be further considered for contract award.

B.1.2 Duration of the Contract. The Government contemplates award of a contract for a term of fifty (50) years. The Contractor will take over the electrical distribution system and own, operate and maintain it as discussed below. The first twenty years of the fifty year contract term shall be considered the contract purchase period. All payments owed by the Government to the Contractor for initial upgrades to the System (B.3.8) and credits owed to the Government by the Contractor based on the offered purchase price (B.3.6) shall be amortized over the 240 month purchase period.

B.2 SCOPE AND PURPOSE.

Fort Leonard Wood ("Installation" or "Post"), Missouri, seeks an electrical utility company ("Utility," "Contractor" or "Offeror") to own, operate, and maintain the Fort Leonard Wood electrical distribution system and contract with that Utility to distribute electricity purchased under a separate contract within the Fort Leonard Wood, MO installation boundary. The Government will only consider proposals from offerors who are regularly engaged in the business of electrical utility service to the general public as a municipal, private, regional, district, cooperative, or other electric utility. Selection of the Contractor will be based upon the best value to the Government with experience and demonstrated performance both in the past and current, weighing heavily in the rating factors. Offerors are obligated to ensure adequate and dependable electrical service to all facilities and equipment serviced. These services shall be in accordance with the National Electrical Safety Code (ANSI-C2); National Electrical Code (NFPA-70); federal, state and Fort Leonard Wood safety, fire and environmental laws, codes, regulations and policies; and as stated herein for the Fort Leonard Wood military installation. The Lake of the Ozarks Recreational Area will be served and contracted through a separate utility service contract and has no effect upon award of this contract. The Utility shall be responsible when federal and state laws and regulations are changed or new ones are placed into effect.

B.3 DEFINITIONS.

B.3.1. Annual Distribution System Facility Charge: The total annual service charge for ownership, operation, and maintenance of the Fort Leonard Wood Electric Distribution System. The amount is derived from the Replacement Cost-New Value, or Billing Base, multiplied by the Annual Facilities Rate.

B.3.2. Estimated Original Cost: The estimated original cost of the electric utility system installed as of date of installation in dollars of the installation year. The Estimated Original Cost does not consider the impact of age and condition of the distribution system to the value.

B.3.3. Total Accumulated Depreciation: The total depreciation of the entire electric distribution system from the original installation dates of various components to the current date or baseline date. The standard methodology used is “straight-line”, whereby the accumulated depreciation value is determined by multiplying the plant original cost values, times the appropriate straight-line depreciation rate, times the age of the plant or individual plant components.

B.3.4. Net Book Value: The Estimated Original Cost is calculated for a system with no age and condition considerations. The Net Book Value is the Estimated Original Cost depreciated for the age and condition of the system.

B.3.5. Annual Facility Rate: The Offeror’s annual Operation and Maintenance, Administration and General, Franchise Taxes, Rate of Return, Depreciation, Income Taxes, and miscellaneous costs in the form of a percentage to be multiplied by the system’s Replacement Cost-New Value (Billing Base).

B.3.6. Annual Purchase Price Credit: The Offeror’s annual cost to purchase the Fort Leonard Wood Electric Distribution System, based upon the Fair Market Value, to include salvage and other retained values, as determined by the Offeror. The Offeror’s purchase price is then amortized over the 240 month purchase period at an annual interest rate and multiplied by 12 (months in a year) to produce the Annual Purchase Price Credit. The Annual Credit Interest Rate (Supplemental Schedule B-2, Item 6.f) used to calculate the Annual Purchase Price Credit shall be not less than the Annual Debt Interest Rate (Supplemental Schedule B-2, Item 7.c) used to calculate the Annual Payment for Initial Upgrades. Any tax liabilities must be addressed.

B.3.7. Fair Market Value: The value-in-use of the electrical lighting and distribution systems as determined by the Offeror through evaluation of the systems, their potential economic value, and other factors that provide business value to the Offeror. The Fair Market Value will not be less than the computed Net Book Value, less any liabilities.

B.3.8. Annual Payment for Recoverable Portion of the Purchase Price and Initial Upgrades and Costs: The recoverable portion of the purchase price is the portion of the purchase proposed for recovery by the Offeror. The recoverable portion of the purchase price shall not be greater than the Purchase Price Credit, less salvage and other retained values. The initial costs for the Offeror to make required up-front tax payments, if any, initial system capital upgrades (See C.23.2), and any other required or requested initial services, e.g., system drawings and maps, right-of-way maintenance, etc. These initial costs will be amortized over the 240 month purchase period, at an annual interest rate paid by the Government.

B.3.9. Annual Payment for Plant Capital Investment for New Facilities that are Funded by the Contractor: The Contractor’s direct costs to provide new additional plant for lighting and distribution system expansions, new services, or upgrades of existing services due to a change in

the service requirements, amortized in accordance with the Contractor's standard method, at an annual interest rate paid by the Government. (See Section C, Paragraph C.29)

B.3.10. *Total Annual Cost*: The Offeror's total annual cost of service for the ownership, operation, and maintenance of the Fort Leonard Wood Electric Distribution System.

B.3.11. *Tariff Rate*: The established or special tariff schedule or rate which the regulatory body having jurisdiction has approved. The applicable rate schedule(s) shall not be in excess of the lowest cost published and unpublished rate schedule(s) available to any other customer of the same class under similar conditions and service.

B.3.12. *Replacement Cost-New (Billing Base)*. The Fort Leonard Wood existing electric distribution system valuation calculated using current date unit replacement costs to derive Replacement Cost-New. The Replacement Cost-New does not consider the impact of age and condition of the systems in the value. The Replacement Cost-New will be the initial Billing Base, which will be the value that is multiplied by the Annual Facility Rate to determine the Annual Distribution System Facility Charge. The Billing Base will be adjusted for subsequent contract periods per H.2.2.1

B.4 ANNUAL COSTS AND FUNDING.

Funding for utility services is provided to Fort Leonard Wood annually for the Government's fiscal year. It is therefore desirable for contract administration purposes for all annual payments, programming, and costing to correspond with the Government's Fiscal Year, i.e., 1 October through 30 September. All costs, charges, rates, pricing, payments, etc., proposed in the Schedules shall be based on twelve months of service reflecting the Government Fiscal Year. The initial contract period will run from the date the utility system is transferred to the Contractor until the end of the then current fiscal year (30 September). If the initial contract period is less than twelve months in duration the total payments owed by the Government to the Contractor for the initial contract period shall be adjusted (prorated) accordingly.

NOTE: THE CONTRACTOR MUST UTILIZE THE ANNUAL TOTALS FROM SCHEDULE B-1 (LINES 1-4 AND 6) AS THE UNIT PRICES ON THE BID SCHEDULE. THE UNIT PRICES SHALL THEN BE MULTIPLIED BY THE APPLICABLE QUANTITY (50, 20, OR 12) TO ARRIVE AT THE EXTENDED BID (NET AMT) AMOUNT FOR EACH LINE ITEM (CLIN'S 0001 – 0003 AND 0005). THE CONTRACTOR'S TOTAL COST PROPOSAL SHALL BE DEEMED THE TOTAL OF CLIN'S 0001, 0003, AND 0004 ADDED TOGETHER MINUS THE TOTAL FOR CLIN 0002.

SECTION B Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|-------|------------|---------|
| 0001 | | 50.00 | Years | \$_____ | \$_____ |

FORT LEONARD WOOD ELECTRIC UTILITY
FFP - DISTRIBUTION SYSTEM FACILITY CHARGE.
THE UNIT PRICE FOR CLIN 0001 SHALL BE TAKEN FROM
SCHEDULE B-1.
PURCHASE REQUEST NUMBER DPWUTL-9224-N006

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|-------|------------|---------|
| 0002 | | 20.00 | Years | \$_____ | \$_____ |

FORT LEONARD WOOD ELECTRIC UTILITY
FFP - PURCHASE PRICE TOBE PAID TO GOVERNMENT. THE UNIT
PRICE FOR CLIN 0002 SHALL BE TAKEN FROM SCHEDULE B-1.
PURCHASE REQUEST NUMBER DPWUTL-9224-N006

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|-------|------------|---------|
| 0003 | | 20.00 | Years | \$_____ | \$_____ |

FORT LEONARD WOOD ELECTRIC UTILITY ANNUAL
FFP - PAYMENT TO CONTRACTOR FOR THE RECOVERABLE
PORTION OF THE PURCHASE PRICE AND INITIAL SYSTEMS
UPGRADES AND COSTS. THE UNIT PRICE FOR CLIN 0003 SHALL BE
TAKEN FROM SCHEDULE B-1.
PURCHASE REQUEST NUMBER DPWUTL-9224-N006

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|-------|------------|--------|
| 0004 | | * | Years | \$0.00 | \$0.00 |

FORT LEONARD WOOD ELECTRIC DISTRIBUTION UTILITY
FFP - PAYMENT TO CONTRACTOR FOR PLANT CAPITAL
INVESTMENTS FOR NEW FACILITIES FUNDED BY CONTRACTOR.
(See Paragraph C.29). THE UNIT PRICE FOR CLIN 0004 SHALL BE
TAKEN FROM SCHEDULE B-1. *NOTE: Actual payback period to be
negotiated on a case-by-case basis (See Paragraph C.29).
PURCHASE REQUEST NUMBER DPWUTL-9224-N006

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|--------|------------|---------|
| 0005 | | 12.00 | Months | \$_____ | \$_____ |

FORT LEONARD WOOD ELECTRIC DISTRIBUTION ANNUAL
 FFP - UTILITY COST. The Unit Price must equal the Line 6. Amount from
 Schedule B-1; and the extended Amount (Net Amt) must correspond to the
 amount bid on Line 5., Schedule B-1. The Contractor shall be paid the Line 6.,
 Schedule B-1 amount for each month of performance.
 PURCHASE REQUEST NUMBER DPWUTL-9224-N006

TOTAL CONTRACT PRICE (0001 – 0002 + 0003 + 0004) \$_____

SCHEDULE B-1
FORT LEONARD WOOD ELECTRIC UTILITY SYSTEMS

| Item No. | Description | Total Amount |
|----------|---|-----------------------|
| 0001 | Fort Leonard Wood Electric Utility Annual Distribution System Facility Charge Or Applicable Tariff (See B.3.11) | \$ |
| 0002 | Fort Leonard Wood Electric Utility Annual Purchase Price to be Paid to Government | \$ |
| 0003 | Fort Leonard Wood Electric Utility Annual Payment to Contractor for the Recoverable Portion of the Purchase Price and Initial Systems Upgrades and Costs | \$ |
| 0004 | Fort Leonard Wood Electric Utility Annual Payment to Contractor for Plant Capital Investments for New Facilities Funded by Contractor (See Paragraph C.29) | \$ <u>See Note 1.</u> |
| 0005 | Fort Leonard Wood Electric Distribution Utility Total Annual Cost of Utility Service (CLIN's 0001 - 0002 + 0003 + 0004) | \$ |
| 0006 | Fort Leonard Wood Electric Distribution Utility Monthly Cost of Utility Service (CLIN 0005 / 12 Months) | \$ |

NOTE 1: Pursuant to Paragraph C.29, the Government reserves the right to fund system expansions up-front by payment of a connection charge. However, where funding is not currently available the Government shall have the option to direct the Contractor to finance the system expansion at the Contractor's expense. In such cases, the costs associated with plant capital improvements for new facilities shall be negotiated and incorporated into the contract Schedule by modification. In negotiating a reimbursement schedule the parties shall utilize the formula depicted in Figure 29-1, at the end of Section C.

**SUPPLEMENTAL SCHEDULE B-2
FORT LEONARD WOOD ELECTRIC UTILITY SYSTEMS**

PRICING FACTORS AND COST ASSUMPTIONS

- | | | | |
|----|---|----|-------------------|
| 1. | Electric Distribution System Estimated Original Cost | \$ | |
| 2. | Replacement Cost-New (See B.3.12) | \$ | |
| 3. | Billing Base (Equal to Line #2) To be adjusted annually (See H.2.2.1) | \$ | |
| 4. | Annual Facility Rate to be Applied to the Billing Base (See Schedule B-3, Line #7) | | _____ % |
| 5. | Annual Distribution System Facility Charge (Line #3 x Line #4) | \$ | |
| 6. | Purchase Price to be Paid to Government: | | |
| | a. Utility Systems' Fair Market Value | \$ | |
| | b. Utility Systems' Salvage & Other Retained Value | \$ | |
| | c. Market Value of Government Surplus Materials (See C.19) | \$ | |
| | d. Adjusted Fair Market Value (a. – b. + c.) | \$ | |
| | e. Amortization Period | | <u>240 months</u> |
| | f. Annual Credit Interest Rate for Amortization | | _____ % |
| | g. Monthly Payment to Government for 240 Months | \$ | _____ |
| | h. Annual Purchase Price to be Paid to Government (d. * 12) | \$ | _____ |
| 7. | Payment from the Government to contractor for the recoverable portion of the purchase price (See B.3.8), the initial costs to make required up-front tax payments (CIAC, if applicable, and other , if any), initial system capital upgrades (See C.23.2), and any other required or requested initial services, e.g., system drawings and maps, right-of-way maintenance, and other miscellaneous costs: | | |
| | a. Recoverable Portion of Purchase Price | \$ | _____ |
| | b. Amortization Period | | <u>240 months</u> |
| | c. Annual Debt Interest Rate for Amortization | | _____ % |
| | d. Monthly Payment to Contractor for 240 Months | \$ | _____ |
| | e. Initial Systems Upgrades and Costs | \$ | _____ |
| | f. Amortization Period | | <u>240 months</u> |
| | g. Annual Debt Interest Rate for Amortization | | _____ % |
| | h. Monthly Payment to Contractor for 240 Months | \$ | _____ |
| | i. Annual Payment to Contractor (d. * 12 + h * 12) | \$ | _____ |

**SUPPLEMENTAL SCHEDULE B-3
FORT LEONARD WOOD ELECTRIC UTILITY SYSTEMS**

COMPONENTS OF ANNUAL FACILITY RATE

| | <i>% of Replacement Cost-New Value (Billing Base)</i> |
|---|--|
| 1. Operations and Maintenance Costs | _____ % |
| 2. Administrative and General Costs | _____ % |
| 3. Franchise Taxes | _____ % |
| 4. Insurance | _____ % |
| 5. Miscellaneous Items: | |
| Rate of Return | _____ % |
| Depreciation (tax liability) | _____ % |
| Income Taxes | _____ % |
| (Personal and/or Property taxes)(Ad Valorum) | _____ % |
| Other Miscellaneous (Provide Description) | _____ % |
| (Description: _____) | |
| Miscellaneous Total | _____ % |
| 6. Capital Upgrades for Renewals and Replacements to Existing Systems (See C.23.3). | _____ % |
| 7. Total Annual Facility Rate (sum of items 1 thru 6) | _____ % |

NOTE 1: Offers From Firms Submitting Prices Set by Law or Regulation. Offerors submitting a price proposal for a proposed tariff shall provide the service class, tariff schedule, and how each tariff is to be applied in lieu of completing Schedule B-3. (See B.3.11 and L.6.1.h). Changes in rates shall be regulated per FAR 52.241-7 (See Section I).

NOTE 2: Offers From Firms Whose Prices are not Set by Law or Regulation. No changes shall be permitted to the Annual Facilities Rate after contract start except pursuant to the terms of Paragraph H.4.

DESCRIPTION / SPECIFICATIONS / WORK STATEMENT

C.1 SCOPE AND PURPOSE.

C.1.1 Fort Leonard Wood ("Installation" or "Post"), Missouri, seeks an electrical utility company ("Utility," "Contractor" or "Offeror") to own, operate, and maintain the Fort Leonard Wood electrical distribution system and contract with that Utility to distribute electricity purchased under a separate contract within the Fort Leonard Wood, MO installation boundary. The Government will only consider proposals from offerors who are regularly engaged in the business of electrical utility service to the general public as a municipal, private, regional, district, cooperative, or other electric utility. Selection of the Contractor will be based upon the best value to the Government with experience and demonstrated performance both in the past and current, weighing heavily in the rating factors. Offerors are obligated to ensure adequate and dependable electrical service to all facilities and equipment serviced. These services shall be in accordance with the National Electrical Safety Code (ANSI-C2); National Electrical Code (NFPA-70); federal, state and Fort Leonard Wood safety, fire and environmental laws, codes, regulations and policies; and as stated herein for the Fort Leonard Wood military installation. The Lake of the Ozarks Recreational Area will be served and contracted through a separate utility service contract and has no effect upon award of this contract. The Utility shall be responsible when federal and state laws and regulations are changed or new ones are placed into effect.

C.1.2 The Government is conveying the electric utility systems identified herein. Concurrent with the conveyance of the electric utility systems the Government will acquire electric utility services currently provided by the Government through existing contracts. The Government is requesting proposals for the purchase of the Electric utility systems located on Fort Leonard Wood, Missouri and the provision of the identified utility services. The conveyance of the utility system and the acquisition of utility services are both subject to the terms and conditions of this request for proposals. The Contractor shall furnish all necessary labor, management, supervision, permits, equipment, supplies, materials, transportation, and any other incidental services required for the complete ownership, operation, maintenance, repair, upgrade, and improvement of these utility systems. The Contractor will provide these services in accordance with all terms, conditions, and special contract requirements, specifications, attachments, and drawings contained in this solicitation or incorporated by reference. This contract does not include the purchase of the electric commodity.

C.1.3 Statutory Directive. The conveyance of the utility system is authorized by and conducted under 10 USC § 2688. The conveyance of the utility system is not an acquisition and therefore is not subject to the FAR and its supplements. The acquisition of utility services is an acquisition and will be governed by the FAR and its supplements.

C.1.4 Program Goal. The desired goal of this conveyance is to transfer all right, title, and interest of the United States in and to the electric utility systems on Fort Leonard Wood, Missouri. The conveyance will be documented by the Easement, see example Section J to this RFP. The utility system being sold includes all equipment, fixtures, structures, and other improvements utilized in connection with the utility system, which will be more specifically described in the Easement. The divestiture will not include the real property upon, under, or around the utility system. The utility system being sold is as identified in the Easement and does not include any other property.

C.1.5 Notices and Reservations.

C.1.5.1 The Government will only acquire electric utility services if it conveys the electric utility systems. The Government can only convey the utility system(s) if it determines that (1) the long-term economic benefit of the conveyance to the United States exceeds the long-term economic cost of the conveyance to the United States, and (2) the conveyance will reduce the long-term costs of the United States for utility services provided by the utility system concerned. Award, if at all, will only be made by the duly authorized execution of the Easement and the utility service contract.

C.1.5.2 The Government reserves the right to make no award to any Offeror.

C.1.6 Selection of a Contractor. Selection of a Contractor will be based on a best-value determination consistent with the evaluation factors described in Section M, *Evaluation Factors for Award*. Pursuant to the provisions of L, *Instructions, Conditions and Notices to Offerors*, and FAR 52.215-1 Alt I and Alt II, *Instructions to Offerors - Competitive Acquisition*, the Government intends to negotiate with all responsible Offerors whose proposals are determined to be within the competitive range. FAR 15.306(c) requires the Procuring Contracting Officer to establish a competitive range comprised of all of the most highly rated proposals. This competitive range may further be limited to the greatest number of proposals that will permit an efficient competition and those Offerors outside the competitive range will not be allowed to continue participating in the procurement. Therefore Offerors are encouraged to submit their best offer as their initial offer.

C.1.7 Utility Service Providers. The Government is seeking best value utility service providers to assume ownership of Government electric utility system(s) identified herein. This includes, but is not limited to, the obligation to ensure adequate and dependable utility service(s) to all facilities and equipment served.

Services provided shall comply with all applicable federal, state, and local laws and regulations, as they may be amended from time to time, including those requirements relating to health, safety and the environment. The Contractor shall modify its service practice as necessary to accomplish such compliance.

If a change in the service requirement necessitated by such compliance constitutes reasonable cause for an adjustment to the service charge, the charge will be adjusted in accordance with FAR 52.243-1 Alt 1, *Changes - Fixed Price* or FAR 52.241-7 *Changes in Rates or Terms and Conditions of Service for Regulated Services as applicable*.

C.1.8 Current Service Arrangement. The Installation currently uses Government-owned contractor-operated facilities and resources to provide utility services.

C.2 BACKGROUND.

C.2.1. *Privatization Policy.* The Deputy Army Power Procurement Officer (DAPPO), and the U.S. Army Corps of Engineers, is supporting the U.S. Army Training and Doctrine Command's (TRADOC) and Fort Leonard Wood's decision to seek an electric utility to assume ownership of the Fort Leonard Wood electric distribution and lighting systems. The initiative is referred to as "Privatization of Government-Owned Utility Systems." Privatization is defined as the transfer of ownership, responsibilities, investments, upgrade, plant replacement, continued operation and maintenance of the Army-owned utility system to the non-Department of Defense sector. The transfer of ownership of Government-owned property is currently subject to Congressional authorization and all contractual agreements made prior to this authorization may be subject to final Congressional approval or notification. Final award of this contract is dependent upon an economic analysis to determine overall value to the Installation. This Request For Proposal does not imply or guarantee a final award will be executed.

C.2.2. *Fort Leonard Wood.* Fort Leonard Wood is a U.S. Army Installation spread over 63,000 acres in south-central Missouri. Established in 1940, Fort Leonard Wood was named in honor of Major General Leonard Wood, a Medal of Honor winner in the Geronimo Campaign of 1886. The Post's initial mission was to be a center for basic-training. Since its establishment, Fort Leonard Wood has introduced more than one million men and women to the US Army. The US Army Engineer Center and School transferred to Fort Leonard Wood, MO from Ft. Belvoir, VA in 1988. The installation name then changed to the U.S. Army Engineering Center and Fort Leonard Wood. Effective 01 Oct 99, the US Army Engineer Center and Fort Leonard Wood was re-designated as the US Army Maneuver Support Center and Fort Leonard Wood. The US Army Chemical School, the US Army Military Police School, and the US Army Chemical Defense Training Facility were relocated to Fort Leonard Wood, MO from Ft. McClellan, AL at the end of FY 99. Surrounded on three sides by the Mark Twain National Forest, the Post's daytime population is estimated to be over 30,000 personnel.

Fort Leonard Wood currently purchases wholesale electric power supply at several delivery points. The main installation area is supplied at 12.5 kV from Sho-Me Power Electric Cooperative at four separate primary delivery points. All four delivery points are supplied from Sho-Me Power Electric Cooperative's (Sho-Me) 69 kV transmission loop located at Fort Leonard Wood, MO. This transmission loop originates at Sho-Me's 161-69 kV transmission Substation #4 located near the northern boundary of the installation. The Installation owns and operates (through a separate contract) the electrical utility system consisting of; the 12.5 kV side equipment at four - 12.5 kV distribution substations, approximately 95 circuit-miles of overhead primary distribution line, and approximately 5 circuit-miles of underground primary distribution line.

Additional delivery points for electric power purchased by Fort Leonard Wood for the installation, and for which the FLW Government owned distribution systems are included in this privatization, include the "South Gate" service and the Highway H "West Gate" service. The

South Gate service is a 7.2kV primary service, provided by Intercounty Electric Cooperative, at the installation boundary at Missouri State Highway AW and FLW Road 1. The West Gate service is a 240/120 volt secondary service, provided by Laclede Electric Cooperative, at the installation boundary at Missouri State Highway H and FLW Road H.

The electric services to the Missouri Air National Guard at Cannon Range on Fort Leonard Wood, and to the University of Missouri System's Technology Park of Fort Leonard Wood, are not provided by FLW, nor are the associated distribution lines and equipment Government owned, and therefore these facilities are not included in this privatization. The U.S. Air Force has been granted a permit, and the MO Air National Guard has been provided a license for the use of Cannon Range, to include the access road and a corridor for utilities from Missouri State Highway 17. The University of Missouri has been granted a lease for the development and use of a Technology Park on FLW. The MO Air National Guard and the University of Missouri have contracts with Laclede Electric Cooperative for their electrical services.

C.2.3. *Electrical Systems*. The Fort Leonard Wood electrical distribution and lighting systems consist of, but are not limited to:

C.2.3.1. Substation equipment, poles, wiring and associated equipment for a - 12.47 kV (Kilovolts) Distribution System.

C.2.3.2. Equipment for controlling power quality and distribution.

C.2.3.3. Transformers and equipment for converting 12.47 kV to building service voltages. Location of these transformers and equipment are a combination of exterior and interior as applicable for the facility or building to be served.

C.2.3.4. Metering devices for revenue and data collection.

C.2.3.5. Street lights, secondary connected area lights, associated equipment and hardware.

C.3 REQUIREMENT.

C.3.1 *Utility's Responsibilities*. Subject to the terms and conditions hereinafter set forth, the Utility shall furnish all facilities, labor, materials, tools, and equipment necessary to own, maintain and operate, and shall accept full liability for the Fort Leonard Wood electrical distribution system. The Utility shall manage the maintenance, repairs, replacement, etc., of the electrical distribution systems to ensure adequate and dependable electric service is distributed to each Government or tenant connection within the service premises, to include the installation and removal of temporary service facilities as requested by the Government. The Contractor shall operate and maintain the system so as to provide reliable, cost-effective, and compliant service over the term of the contract. The Contractor shall be responsible for funding all capital investments required to acquire, maintain and operate the Fort Leonard Wood electric distribution system in a safe, reliable condition and to meet the requirements listed herein. The Utility shall assume ownership of the "Fort Leonard Wood Side" of the substations. These are

the connections of the Government's system to Sho-Me upstream distribution and transmission systems. A separate contract exists and will be procured separately from this contract to supply Fort Leonard Wood, MO with electricity. This contract does not and will not affect existing electric power service requirements or contracts to Fort Leonard Wood, MO. The transfer of ownership of these electric distribution systems will be effected through a referenced but separate Easement issued through the U.S. Army Corps of Engineers, Kansas City District, Real Estate Office. A sample Easement is attached in Section J, List of Attachments, in this RFP.

C.3.2 Facility Operation Voltages. The Utility shall be responsible for ensuring proper distribution of primary voltage of 12.47/7.2 kV for final transformation to typical operating voltages of 4160, 2400, 480, 277, 240, 208, 120 volts single- and three-phase for each facility served.

C.3.3 Demarcation Points. The systems' demarcation points shall be defined as follows:

C.3.3.1. The demarcation point for aerial services is to be the utility side connection of the service drops to the utility's transformer or secondary distribution conductors, with the attachment to the service pole and conductor connections to be the utility's responsibilities, for both messenger supported cables and rack mounted individual conductors. A "service drop" is defined as "the overhead service conductors, from the last pole or other aerial support, connecting to the service-entrance conductors at the building or other structure". Service-entrance conductors, overhead system, are as defined by Article 100 of the 1999 National Electrical Code.

C.3.3.2. The demarcation point for secondary services for equipment which is located on the utility's service pole will be the utility side connection of the service conductors to the utility's transformer or secondary, with the connection to be the utility's responsibility.

C.3.3.3. The demarcation point for underground services is to be the service lateral connection load side terminals of the utility's pole mounted metering, where provided, with the connection to be the utility's responsibility. For underground services for which no utility's pole mounted metering is provided, the demarcation point will be the service lateral riser connection to the utility's service pole's transformer secondary terminals or secondary distribution conductors, with the connection to be the utility's responsibility. For underground services from pad mounted transformers or the utility's underground secondary distribution equipment, the demarcation point is the service lateral connection to the load side terminals of the pad mounted transformer or distribution equipment, with the connection to be the utility's responsibility.

C.3.3.4. The demarcation point for services from unit substations, distribution load center unit substations, or other package substation that includes secondary service equipment, either integral or throat connected, shall be the service buss or conductor connection to the load side terminals of the transformer, with the connection to be the utility's responsibility.

C.3.3.5. The street lighting systems that will be conveyed to the Utility Contractor are multiple street lighting circuits, excluding those systems which the lighting circuit

originates from within a building. Walkway, sign lighting, and similar area lights are excluded, i.e., will remain the property of the Government. Where walkway or other excluded lights are fed from the multiple street lighting circuit and are controlled by the same lighting contactor as the street lights, the contactor will be the Utility Contractor's responsibility. Where such are fed from the multiple street lighting circuit but controlled by a separate lighting contactor, the demarcation point will be the utility side connection of the contactor feeder conductors. Lights to be conveyed to the Utility Contractor will include parking lot lights, and similar pole mounted area lights, that are on a multiple lighting circuit, excluding those that the circuit originates from within a building or from the Government's side of the electrical service demarcation points. Also conveyed will be the pole mounted area lights that are secondary connected to the Utility's side of the distribution systems demarcation points.

C.3.3.6. The demarcation points between the Distribution Utility's electrical system and the Sho-Me Power Electric Cooperative's system is the 12.47 kV electrical power delivery points for FLW at the four (4) distribution substations, as follows:

- i. The demarcation points for Substation # 1 are the attachments of the 15 kV enclosed bus duct connections from Sho-Me Power's Westinghouse metal-clad switchgear shelter (center cubicle) to the Distribution Utility's north and south General Electric metal-clad switchgear distribution cubicles.
- ii. The demarcation points for Substations # 2, 3, & 5 are the attachments for the 12.47 kV substation structure and bus on the Distribution Utility's side of the substation transformers' 12.47 kV overcurrent protection circuit breakers and substation metering equipment, and the associated switching equipment, bus, and structures.
- iii. The Distribution Utility is responsible for the repair and maintenance of the fence, the substation lighting, and the grounds appurtenant to and within five (5) feet outside of the substation.

C.3.3.7. The demarcation point for the South Gate service is the FLW 7.2kV primary distribution feeder connection to the Intercounty Electric Cooperative service point at the installation boundary. The demarcation point for the Highway H West Gate service is the FLW 240/120 volt secondary distribution connection to the Laclede Electric Cooperative service point at the installation boundary.

C.3.4 *Configuration and Additions to the Electrical Distribution System.* The Utility Company shall maintain the existing system, and provide additions thereto, to ensure reliable electrical service.

C.3.4.1. A significant portion of Fort Leonard Wood's distribution system is loop fed, with redundant primary service capabilities, which reduces the size of the area affected by scheduled and unscheduled outages and significantly increases the overall reliability of the electrical service. The Utility Contractor shall maintain existing circuit reclosers, sectionalizing switches, etc., and provide similar equipment as required to ensure reliable power is available at all times to mission essential facilities. The General Leonard Wood Army Community Hospital currently has, and will continue to be provided with a primary feeder and redundant feeder from an alternative substation with adequate capacity for the load.

C.3.4.2. Overhead line construction for the 12.47/7.2 kV distribution system shall, as a minimum, conform to the standards of ANSI-C2 for Grade C Construction, Heavy Loading Districts. Underground line construction for the 12.47/7.2 kV distribution system shall provide concrete encased duct or ductbanks for all ungrounded conductors.

C.3.5 Quality Management Plan. The Contractor shall establish, maintain and adhere to a Quality Management Plan to ensure the provision of reliable, cost-effective and compliant service over the term of the contract.

C.4 OWNERSHIP AND DISPOSITION OF FACILITIES.

C.4.1 Ownership. It is the intent of the Government to convey all electrical distribution facilities at Fort Leonard Wood, as specified herein, to the Contractor. The electric distribution facilities conveyed will be inclusive of all system components from the Sho-Me Power Electric Cooperative FLW service points at the substations, the Intercounty Electric Cooperative service point at the South Gate, and the Laclede Electric Cooperative service point at the Highway H West Gate, to the utility's side of the FLW facility demarcation points, as specified in C.3.3. The real property comprising the electrical distribution system will be transferred to the Contractor by an easement (see Section J, List of Attachments). The easement shall be signed by the Contractor and will be executed by the Government to allow the Contractor authority to construct, own, operate, replace, maintain and repair the electrical distribution system. The Contractor shall assume ownership and all associated liabilities for the conveyed systems. The monthly payment to the Government for the Fair Market Value of the electrical systems conveyed by this contract will be determined by the Pricing Factors and Cost Assumptions (see Schedule B2, Item 6).

C.4.2 Meters. The Utility shall assume full ownership for all meters located on the utility side of the demarcation points described above, to include all meters mounted on the secondary compartment of pad mounted transformers. The cost associated with the maintenance, operation, calibration and replacement of these meters shall be incorporated into the prices for distribution system ownership. The Government reserves the right to have the Utility install meters on all facilities served by the distribution system, or any portion thereof. Meters installed for revenue purposes shall be approved by the DPW. The cost of such installations will be considered a capital improvement.

C.4.3 Tools and Equipment. There is expected to be no ancillary Government owned tools or equipment that will be conveyed to the Utility Contractor. All tools and equipment required to effectively and safely provide the required utility services shall be furnished by the Utility Contractor.

C.4.4 Disposition of Removed or Salvaged Materials. The removal and disposition of facilities and materials that are not used and useful for the purpose of providing electric distribution services within the Installation shall be the responsibility of the Contractor. All disposals shall be in accordance with all federal and state regulations. Lines and equipment not in use shall be removed. The net value, if any, of such scrapped or salvaged facilities or material

shall be credited against the System Estimated Original Cost in the fiscal year they are removed from service.

C.4.5 *Contractor's Facilities.* Unless otherwise provided for in this contract, the Contractor, at its expense, shall furnish, install, operate, and maintain all facilities required to furnish the service hereunder. Title to all these facilities shall remain with the Contractor and it shall be responsible for all loss of or damage to these facilities, except that arising out of the fault or negligence of the Government, its agents, or its employees. All taxes and other charges in connection therewith, together with all liability arising out of the negligence of the Contractor from the construction, operation or maintenance of these facilities shall be assumed by the Contractor. Fort Leonard Wood will not allocate any space at Fort Leonard Wood, MO for use by the utility contractor.

C.4.6 *System Drawings and Maps.* The Contractor shall maintain "system drawings and maps" for all facilities on the service premises, Fort Leonard Wood, MO. Upon reasonable request and with reasonable notice, the Government may inspect and copy such drawings and the Contractor shall provide available drawings to the Government in the form of CAD-CAM disks. The Contractor shall update the distribution and lighting system drawings to reflect actual conditions within 12 months of the contract date for the actual commencement of service and annually thereafter. The Government's most current distribution and lighting system drawings' CADD Files will be provided to the Contractor within the first week following contract award. All digital files shall be delivered in a format that is directly readable and compatible with the installation's GIS software (ESRI ArcGIS Version 8.1) and platform (Windows NT), without conversion. The preferred type of media for data exchange is CD-ROM. Formatting and documentation shall be coordinated with the DPW CADD System Administrator.

C.4.7 *Disposition Upon Expiration or Termination.* Upon expiration or termination of this contract, the Government shall have the option to negotiate a sole source contract with the Contractor, or reacquire the facilities as described in Section H. The adjusted Net Book Value, latest Net Book value adjusted for recent retirements and additions, shall be the primary indicator of the electric distribution system value when the contract is terminated. Reacquisition of the distribution facilities will be performed only when it is determined to be in the best interest of the Government. This determination may be based upon, but not be limited to, the following: where life-cycle analysis based on costs incurred during the term of this contract indicate that it is more cost effective for the Government to own and operate the system after expiration of this contract; poor performance by Contractor; determination that Contractor has not dealt fairly with the Government in pricing of services or in installation of additional (excess or unnecessary) distribution facilities in order to make more profit; or failure of the Contractor and the Government to negotiate a new contract. The Contractor's unrecovered investment will be determined as set forth in Section H.

C.4.8. *In-Progress Construction Projects.* With final award and privatization being dependent upon the comparison to the "Status Quo" (see L.2) and not guaranteed (see C.1.5 and C.2.1), it is imperative that Fort Leonard Wood proceeds with various new and on-going construction and renovation projects. Projects under construction, and those that have been designed and either awarded or are in the solicitation phase of contracting, at the time of an

award resulting from this solicitation will be completed by the Government. All electrical systems as specified within this RFP that will be provided by these construction and renovation projects are included as part of this privatization and ownership shall become the Utility Contractor's. If the Government's acceptance of such electrical systems occurs after the commencement of a contract resulting from this RFP, the ownership of such electrical systems will remain with the Government until such time of acceptance. A list of these projects is attached in Section J, List of Attachments.

C.5 SERVICE AREA.

The service area is defined as all areas within the Fort Leonard Wood Installation boundaries, excluding Cannon Range and the University of Missouri's System's Technology Park of Fort Leonard Wood. It includes all facilities currently served by the Government electric distribution and lighting systems, and all future premises designated by the Government.

C.6 CONTINUITY OF SERVICE, INTERRUPTION / EMERGENCY RESPONSE.

C.6.1 Outage Liability. The Contractor shall use reasonable diligence to provide an uninterrupted supply of service at each service location, but shall not be liable for damages, breach of contract, or otherwise to the Government for failure, suspension, diminution or other variations of service occasioned by or in consequence of any cause beyond the control of the Contractor, including but not limited to acts of God or of the public enemy, fires, floods, earthquakes or other failure or breakdown of transmission or other facilities beyond the Contractor's control. For reasons not beyond the control of the Contractor as that term is defined herein, the Contractor shall be liable for any actual and consequential damages as defined by Missouri law.

C.6.2 Minor Problems/Service Requests. The Utility shall be able to respond to Fort Leonard Wood's service requests and problems during normal duty hours or non-duty hours. Such minor problems/services may include, but are not limited to, repair of individual lights, making power outages to permit work execution on the Government's side of the service point and restoring power following completion, making final service connections, locating utilities to support excavations, providing temporary power and/or lighting for special events. The Utility shall respond to other requests during normal duty hours for services to include, but not limited to, installation of additional street or area lights, providing system information and cost estimates for programming purposes, providing services to new facilities, upgrades of existing services such as change in service voltage, ampacity, and/or characteristics, etc.

C.6.3 Outages (Normal working hours: 7:30 a.m. - 4:30 p.m., Monday through Friday). The Utility shall be able to respond to a power outage, or other emergency, and begin to work on the problem within sixty (60) minutes of the occurrence. Work will be continuous until the emergency condition is eliminated and service is restored. A power outage is defined as loss of power to one or more facilities, one or more distribution circuits, or the entire Installation. An emergency condition is one that is detrimental to the mission of the Installation, significantly impacts operational effectiveness, compromises the safety, health, and life of personnel, or could result in damage to or loss of property. The Utility shall have in place a mechanism, a means, or procedure by which Fort Leonard Wood's DPW personnel can quickly notify the Utility of the

outage. If the power outage is widespread and affects more than the Fort Leonard Wood installation, and if the Contractor maintains the electric distribution system beyond the Installation boundaries, Fort Leonard Wood's DPW personnel must know the Installations' restoration of power priority.

C.6.4 Outages (Outside of normal working hours). The Utility shall be able to respond to a power outage, or other emergency, and begin to work on the problem within one hundred twenty (120) minutes of the occurrence. Work will be continuous until the emergency condition is eliminated and service is restored. The Utility shall have in place a mechanism, a means or a procedure by which Fort Leonard Wood's DPW personnel can quickly notify the Utility of the outage. If there is an order of precedence of numbers/Utility personnel to call, the Utility shall clearly define that precedence. If the power outage is widespread and affects more than the Fort Leonard Wood installation, and if the Contractor maintains the electric distribution system beyond the installation boundaries, Fort Leonard Wood's DPW personnel must know the Installations' restoration of power priority.

C.6.5 Major Storm Damage and Outage Restoration Priority. The Utility shall have in place a mechanism, a means, or a procedure by which Fort Leonard Wood's DPW personnel can quickly notify the Utility of the outage/damage. The Utility shall have an emergency plan in place for such an occurrence. If the storm damage is widespread and affects more than the Fort Leonard Wood installation, Fort Leonard Wood's DPW personnel must know the Installations' restoration of power priority. The Utility shall notify Fort Leonard Wood's DPW personnel of the situation/priority as soon as possible. The proposals for this contract will include a service restoration plan listing of current priority and a plan for integration of Fort Leonard Wood priority service into the Contractor's restoration plan. The Government requires first priority response for service restoration to mission-critical facilities during national emergencies, deployments and alerts. The priority response will take into consideration the Contractor's other critical civilian priorities (life-safety priorities such as hospitals). See priority listing in Section J.

C.6.6 Special Conditions. In the event of special situations such as a national/state emergency, military exercise, alert, etc., the Utility shall have a plan in place in which standby personnel are positioned to handle short notifications of power outages and/or electrical conditions. The Government reserves the right to adjust the Utility's response time as the condition may warrant. If possible, DPW personnel will give the Utility advanced notification of the event. The Utility will not permit the operation, construction, installation, repair, and maintenance of the electric utility systems and the provision of utility services, to interfere with the Installation's military missions.

C.7 COORDINATION OF WORK ON POSTS.

C.7.1 Routine Work. Routine work, such as the scheduled replacement or retirement/removal of poles, transformers, conductors, lighting, services, and meters, shall be coordinated with the Fort Leonard Wood Directorate of Public Works, Operations Branch, on a monthly basis, to ensure minimal impact to Installation missions and operations. A single point of contact will be provided by each party for coordination, except as noted herein.

C.7.2 Service and Trouble Calls. The Contractor's 24-hour Service Office telephone number will be made available to key offices on the Installation. The Government's office(s) responsible for service and emergency calls will contact the Contractor's Service Office to report any outage, or other emergency, specified in C.6.3. and C.6.4. The Directorate of Public Works (DPW) office(s) responsible for coordinating service requests, specified in C.6.2, may contact the Contractor's Service Office, or for routine minor services, issue a DPW "Service Order" document that identifies the required service, location, and other pertinent data. The Utility Contractor shall pick up these DPW Service Orders, and FLW Excavation Permits as specified in C.7.5, from the DPW Work Management Service Order Desk at least once each day, Monday through Friday, excluding Federal Holidays. Restoration of service shall be coordinated with the Government Office reporting the outage and person(s) responsible for the building or facility. The Contractor shall record service outage calls, documenting time of call, time of service restoration, and cause of outage. Such records shall be retained by the Contractor for a minimum of three years, and may be reviewed by the Contracting Officer with reasonable notice. This information shall be provided to the Fort Leonard Wood Directorate of Public Works, Operations Branch, on a monthly basis. The Contractor shall provide the DPW status of all trouble and emergency repairs, to include a projected time for the restoration of power, when requested.

C.7.3 Electrical Service Connections and/or Disconnections and System Expansions and Modifications. The Electrical Utility Contractor shall be responsible for providing additional electrical services, and for disconnecting and/or removing services, as required. All such connections or disconnections, and all required system extensions, expansions or modifications, require DPW approval. A single point of contact will be provided by each party for coordination.

C.7.3.1. The extension of temporary or permanent electrical service to contractors performing work for the Government, or other non-Government lessees or licensees located on the Installation, shall be negotiated and contracted by the Electrical Utility Contractor directly with the respective customer. The contract between the Utility and non-Government entity shall include all connection charges for the services provided, and for temporary services, all costs for the disconnection and/or removal. The Utility shall not provide any connection of service prior to the contractor, lessee, or licensee having executed an Utility Sales Agreement with the Fort Leonard Wood DPW for the electrical service.

C.7.3.2. In the event that Fort Leonard Wood decides to privatize its' family housing, the Electrical Utility Contractor shall coordinate, negotiate, and contract directly with the RCI Housing Contractor for providing additional electrical services, disconnecting and/or removing services, relocating services, installing electrical metering, and for all required extensions, expansions, and modifications of the electrical systems required for RCI housing facilities and developments that have been approved by the Government. The contract between the Utility and the RCI Housing Contractor shall include all connection charges for the services provided, and the design, administration, and construction costs for the installation of electrical metering, system extensions, expansions and modifications. The contract for these services shall exclude any costs for renewals and replacements of existing system components that are included in the pricing of the Electrical Utility Distribution Privatization Contract.

C.7.3.3. The Electrical Utility Contractor shall provide electrical metering equipment for Government facilities, where the metering is installed on the utility side of the demarcation point, as determined by the DPW. For non-Government entities that have Utility Sales Agreements with the Government, excluding the RCI Housing Contractor, the Utility Contractor shall provide revenue metering equipment for all services. Electrical utility metering for family housing units shall be provided by the Utility when located on the Utility's side of the specified electrical system demarcation points. The Utility shall provide metering for housing units that is located on the facility side of the demarcation points when requested by the RCI Housing Contractor. The location of electrical meters for family housing units will be as determined by the RCI Housing Contractor, or the Government.

C.7.4 Scheduled Utility Outages and Underground Utility Locates. The Contractor shall cooperate with the Government and contractors of the Government to facilitate electrical outages and underground utilities location markings to support planning, design, construction, repairs, etc., on the installation. Utility Contractor requests for scheduled outages shall be coordinated with the Directorate of Public Works and the facility manager/user five (5) working days prior to the scheduled outage. All reasonable effort will be made to minimize the facilities affected and the duration of the outage. The Government reserves the right to either disapprove a scheduled electrical outage or to cancel at any time, before or during, a scheduled electrical outage if such outage might adversely affect Government missions and operations. In the event of such disapproval or cancellation, the parties will coordinate a mutually-acceptable alternative time for the scheduled outage. The Government may require the alternative time for the scheduled outage to be outside of normal working hours. Immediately prior to turning off electrical power for a scheduled outage, the Contractor shall notify the facility manager/occupant, the DPW Service Order Desk, and Fort Leonard Wood Emergency Services.

C.7.5 Digging Permits and Notifications. The Utility Contractor shall obtain a FLW Excavation Permit (FLW Form 364) prior to performing any excavation work. Digging without notification and permit will be at the risk of the party performing work, and such party will be liable for all damages, repairs, and loss of revenue. No routine, non-emergency, digging or excavation shall be performed on the service premise after 1630 hours on weekdays or anytime on weekends, unless prior approval is obtained. A sample Digging Permit and procedures are included in Section J, List of Attachments, of this RFP.

C.7.5.1 For routine excavations, each party shall provide three (3) working days notice of intention to dig. Notification shall include the name, address, phone number of person making request, exact location, extent, nature, and duration of the excavation. The requesting party shall mark the proposed excavation location in white, no more than 24 hours prior to providing notification, or otherwise precisely identify the excavation location, or shall meet with the Government/Contractor personnel by appointment at the site (if requested) to discuss details. The Contractor shall provide a response, request a site meeting (if required), and locate and mark underground facilities and obstructions within 72 hours of notification.

C.7.5.2 For emergency excavations, e.g., for the repair of an underground utility system, the requesting party shall contact all other parties identified on the digging permit. The Contractor shall respond to the locate request within the same response times as established for outages (C.6.3 and C.6.4).

C.7.5.3 Markings shall sufficiently identify the precise locations of the underground utility to permit mechanical excavation without danger. Any restrictions regarding the excavation shall be clearly stated on the digging permit and coordinated with the requesting party. The Utility Contractor may be required to be on site during excavation if adequately justified.

C.8 UNDERGROUND OR OVERHEAD SERVICE.

The Utility shall comply with written requests by Fort Leonard Wood Department of Public Works, regarding the placement of new, or relocation of existing, distribution lines or facilities either overhead or underground, unless to do so would cause the Utility to violate any applicable law or regulation or would be inconsistent with sound utility operational practices. Government requested relocation of existing lines may be considered to be capital improvements. All placement and routing of service lines and equipment for new or renovated facilities requires DPW approval.

C.9 ELECTRIC SYSTEM INVENTORY.

See Section J, List of Attachments, System Drawings/Maps and Systems Inventory.

C.10 COMPLIANCE WITH ENVIRONMENTAL AND SAFETY REGULATIONS, LAWS, CODES, AND POLICIES.

C.10.1 *Environmental and Safety Compliance.* The Utility shall comply with all Federal, Department of the Army, State of Missouri, and local (Fort Leonard Wood) environmental and safety laws, regulations, codes, standards, and policies, and shall be responsible for environmental assessments, studies and coordination applicable to Federal, state, and local agencies required to execute the Utility's requirements of this contract. This shall include, but not be limited to, all assessments, studies, permitting and coordination required to comply with Federal, state, and local laws regarding endangered species, historic/archaeological, and hazardous/toxic materials. The Government will perform assessments necessary to determine and define existing environmental conditions within the easement boundaries granted to the Contractor, up to the time that the physical plant is conveyed to the Contractor. This Environmental Screening Document for the privatization of the electrical distribution systems will be available for the Offerors' review.

C.10.2 *Spill Reporting and Cleanup.* The Utility shall promptly report all hazardous chemical and petroleum spills to the DPW Fire and Emergency Services Division (Fire Station #1). For hazardous chemical or petroleum spills caused by or under the control of the Contractor, the Contractor shall promptly contain the spill with Contractor provided materials. The DPW Fire and Emergency Services Division and Environment, Energy and Natural Resources Division provide emergency response to hazardous chemical and petroleum spills as

the initial response team. The Contractor shall be responsible for the costs incurred by the Government for the cleanup of all spills resulting from the Contractor's negligence.

C.10.3 Storage of Hazardous Wastes. The Utility shall not use the Fort Leonard Wood premises for the storage or disposal of non-Department of Defense owned hazardous or toxic materials, as defined in 10 U.S.C. 2692, unless authorized under 10 U.S.C. 2692 and properly approved by the Government. Fort Leonard Wood's accumulation points for hazardous and other wastes will not be used by the Utility or any subcontractor. Neither will the Utility or subcontractor permit its hazardous wastes to be commingled with hazardous waste of the Department of the Army.

C.11 BILLING METHODOLOGY.

All services rendered by the Utility shall be billed on monthly invoices to the Fort Leonard Wood Directorate of Public Works.

C.12 PAYMENT.

The Utility's invoice/bill shall contain data to substantiate the billing at the end of the monthly billing period. This shall include all data as may be required by the Contracting Officer. All bills for payment of services rendered shall be paid in accordance with the payment provisions of applicable rate schedules, riders, rules, regulations, and terms and conditions approved by the Contracting Officer.

C.13 EASEMENT AND RIGHT OF WAY.

C.13.1 Easement. The Government will provide an easement to the electrical distribution facilities in accordance with Section C.4.1. The Contractor shall be responsible for obtaining additional easements and/or right-of-ways for access to equipment and/or facilities not conveyed by this contract and for any new and/or relocated or rerouted systems under this contract. The Contracting Officer's ordering the connection of services for new or renovated facilities, to include all required system expansion and upgrades, (see C.29) shall grant the Utility Contractor a temporary easement and/or right-of-way for construction, operation, maintenance and repair until such time an additional easement is obtained. Requests for additional easements and or right-of-ways shall be submitted to the Fort Leonard Wood Directorate of Public Works for approval. Additional easements will reserve for consideration the fair market value and the established administrative charge, except for easements where the monetary consideration is approved for a reduction or waiver.

C.13.2 Rights Non-Transferable. The Contractor shall neither transfer nor assign any rights under this easement, nor lease or sublet any property on the Installation, nor grant any right, interest, privilege, or license whatsoever in connection with the easement, without the permission in writing from the Contracting Officer. This restriction does not apply to the joint-use of facilities by current Fort Leonard Wood's Franchisees.

C.13.3 Right-of-Way Maintenance. The Contractor shall perform tree trimming and right-of-way maintenance in accordance with applicable utility standard operating procedures. Right-of-way maintenance is restricted to mechanical means. Tree trimming and other maintenance of right-of-ways shall be limited to 20' from centerline for overhead primary distribution lines with crossarm construction, 15' from centerline for overhead primary distribution lines with compact or vertical construction, and 10' from centerline for all other overhead lines, without approval from DPW. Trees that are outside of the above right-of-ways which pose a danger to the reliability of the system may be removed with the approval of the DPW. Wherever the grounds are routinely maintained by the occupant or installation within the housing and cantonment areas, low growing ornamental trees and shrubs that do not encroach into line clearance areas, or adversely affect system reliability or repair, shall remain. The right-of-ways for underground distribution line conduits, ducts, and cables shall be a total of 15 feet wide, 7.5 feet on each side of the line. Any easement and/or right of way that will result in the trimming and/or removal of trees will be contingent upon environmental and historical considerations. Right-of-ways for access to equipment and/or facilities for operation and maintenance purposes shall not preclude the Government from placing improvements or constructing real property facilities within the right-of-way, provided such improvements or facilities do not violate the clearances stipulated by the National Electrical Safety Code or prevent the Utility from maintaining the system.

C.13.4 Work Area Housekeeping and Restoration. The Contractor shall be responsible for maintaining all work sites and storage areas to be safe, neat, orderly, and in compliance with Installation standards. The Contractor shall restore the work area(s) disturbed by contractor activity, whether within or outside of the right-of-way, to its original grade and condition, to include restoration of turf and removal of mud and debris from sidewalks and streets, promptly upon completion of work. Work area restoration, to include reseeding, shall be completed to the approval of the DPW.

C.13.5 Utility Road Crossings. Pavement cuts, where necessary, shall be made only after the approval of the location and circumstances by the Contracting Officer. For new construction, the Utility may be required to bore under existing paved roadways. During roadway excavations, traffic shall be maintained over at least half the width of the pavement unless otherwise directed by the Contracting Officer. Appropriate traffic barricades and markers shall be provided by the Utility. The backfill and restored pavement provided will comply with the established standards of the Installation.

C.13.6 Protection of Existing Vegetation, Facilities, Structures, Equipment, Utilities and Improvements. The Utility Contractor, and all of its sub-contractors, shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property. The Contractor shall repair any damage to those facilities resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. Repairs shall be completed to the approval of the DPW. If the Contractor fails or refuses to repair the damage

promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

C.14 ACCESS TO THE INSTALLATIONS.

C.14.1 Permit or License. The Government will grant the Contractor a revocable permit or license to enter the service premises for any proper purpose under this contract, subject to certain restrictions.

C.14.2 Routine Access. The Contractor shall be authorized routine access for system operation and maintenance, or restoration of service. The Contractor shall be authorized to enter the Installation and travel on the roads thereof during all periods of inclement weather even though the conditions may have resulted in the installation being “closed” for normal activities and road the conditions classified as “Red”. The Contractor shall comply with requirements which may be established by Fort Leonard Wood at any time for security and force protection, some of which may impact the routine access procedures for entering the installation.

C.14.3 Radio Frequencies. Approval by the Directorate of Information Management (DOIM) is required for all radio frequencies to be used on Fort Leonard Wood.

C.15 JOINT USE OF UTILITY POLES.

C.15.1. Government Joint-Use of Poles. The approved joint-use agreement granting the Government the right to utilize pole space for official Government purposes, at no cost to the Government, shall be incorporated into this Contract as Attachment J.9, Section J, upon award. Official Government purposes includes, but is not limited to, distribution, control, utilization equipment, distribution panelboards, temporary services, and mosquito population sampling equipment, and may include cables and equipment for transmission of video, voice, data, etc., and various other Government communication systems. The emergency and routine replacement of joint-use poles shall be the responsibility of the Utility Contractor.

C.15.2. Non-Government Entities Joint-Use of Poles. The Contractor shall execute joint-use agreements with the Post’s local telephone service provider and television/cable service company. These agreements shall define: responsibilities of the joint use parties; annual charges for attachment for each pole; space allowances on the pole line for each user; and the charge for replacement of poles (at the user’s request). The net value, if any, of such joint-use pole charges shall be credited against the Cost of Service for the year in which received.

C.16 JOINT USE OF A UTILITY DUCTBANK.

The Government reserves the right to utilize existing or replacement ductbank on the service premise without charge where existing supply and/or signal/communication cables are installed with supply cables to be transferred to the Contractor. Such ducts will be identified by the Contractor as part of its inventory before the transfer of Government-owned assets (after award of contract).

C.17 DURATION OF CONTRACT.

The Contractor agrees to furnish and the Government agrees to purchase electrical utility distribution service as set forth in this section. The Contractor shall have a public obligation to provide electric distribution service to the Installation as an Electric Utility (See H.7). This contract shall be for a term of 50 years from the date signed by the federal Contracting Officer and shall continue thereafter unless terminated at the option of the Government by the provision of written notice not less than 90 days in advance of the effective date of termination.

C.18 ENERGY EFFICIENCY.

All additions, replacements and upgrades shall be with energy efficient equipment. For example, replacement of mercury vapor street lights shall be with high pressure sodium or better. Transformer efficiency for replacements and additions shall be in accordance with industry standard guides for the economic application of distribution transformers (e.g., U.S. Department of Agriculture's *Rural Utility Service, Bulletin 61-16*) and the Environmental Protection Agency's Energy Star Program Guidelines.

C.19 SURPLUS MATERIALS.

Government owned materials, such as transformers, switches, poles, crossarms, conductors, hardware, and repair components and replacement parts for the operation, maintenance and repair of the electric utility systems identified herein, will be considered surplus upon conveyance of these systems to the Offeror. An inventory of this material is provided in Section J. The Offeror shall determine the Market Value of the surplus materials, as listed in Section J, and include such value in Schedule B-2, 6.c. The exact quantity of the items on hand as of the effective contract date may vary from that provided in Section J. These items will be inventoried, and the Government and the Contractor shall calculate any adjustment to the value of the surplus materials, within 30 days of the conveyance of the electric utility systems. Schedules B, B-1, B-2 shall be revised to reflect the adjusted value, through modification. The materials will be conveyed to the Contractor within 30 days following the effective contract date.

C.20 CHANGE IN RATES OR TERMS AND CONDITIONS OF SERVICE.

Changes in rates will be handled pursuant to the provisions of Section H., Paragraph H.4.

C.21 CHANGE IN CAPACITY REQUIREMENTS OR CHARACTER.

Reasonable notice shall be given by the Contracting Officer to the Contractor regarding any substantial changes anticipated in the system capacity or characteristics of the service required at each service location. The Contracting Officer will provide the Contractor a copy of updates to Fort Leonard Wood planning documents. The DPW will coordinate known future requirements.

C.22 NOT USED.

C.23 CAPITAL IMPROVEMENT PLAN.

C.23.1 Capital Improvement Plan. The Contractor shall develop a five year Capital Improvement Plan as part of the initial and following Draft Annual Cost of Service plans. The Capital Improvement Plan shall identify major distribution system facility expansions, replacements, relocations, or abandonment as may be needed. The Capital Improvement Plan shall describe the statement of need, estimated installed cost, project schedule for each improvement project or item. See also paragraph H.2.6, Capital Improvement Plan.

C.23.2 Initial System Capital Upgrades. Initial System Capital Upgrades consist of those repair, replacement, and improvement activities of the Contractor required to bring the electric utility systems, as purchased, up to legally applicable regulatory standards and/or the standards typically maintained by the Contractor on its electric utility systems, so that subsequent renewals and replacements will permit the long-term safe and reliable operation of the utility system. All initial capital upgrades, with pricing, shall be listed in a schedule and submitted as part of the offer, and the total price for these upgrades shall be included in Supplemental Schedule B-2, 7. The price shall take into consideration the salvage and retained value, if any, to the Contractor. The initial capital upgrades price is fixed and not subject to renegotiation. All initial capital upgrades shall be completed within the first 24 months following conveyance of the utility system.

C.23.3 Capital Upgrades for Renewals and Replacements to Existing Systems. Capital Upgrades for Renewals and Replacements consist of major repair, replacement, renewals, and upgrades of the electric systems components that fail or reach the end of their useful life. These renewals and replacements are investments in the utility system and provide an increase to net book value with no significant increase in quantity of the system's major components (plant units). The Offeror shall establish a 50-year schedule, with pricing, for renewals and replacements of major system components given the information available in this solicitation, through site visits, and other pertinent information. From this schedule the Offeror shall determine an annual price for renewals and replacements that will provide best value to the Government, and include this price in Supplemental Schedule B-3, 6. The price shall take into consideration the salvage and retained value, if any, to the Contractor. The Offeror shall clearly establish a direct correlation between the 50-year schedule and the price presented in the Supplemental Schedule B-3. Changes to the annual price for renewals and replacements will be in accordance with H.4. Future capital upgrades for renewals and replacements to existing systems shall be included in the applicable tariff rates for Offerors submitting price proposals using tariff rate(s).

C.24 POWER QUALITY REQUIREMENT.

The Contractor shall operate and maintain the Fort Leonard Wood Electrical Distribution System to ensure a minimum power factor of 92% at all times. Any penalties incurred by Fort Leonard Wood for operation of the electric distribution system at or below a power factor of 90% shall be paid by the Utility Contractor in all circumstances. All currently owned Fort

Leonard Wood power factor correction equipment that is part of the electrical distribution system is included in the privatization.

C.25 VOLTAGE REGULATION.

The Contractor shall operate and maintain the Fort Leonard Wood Electrical Distribution System to ensure electric voltages are no more than positive (+) or negative (-) five 5% of nominal utilization voltage at all times. Any material damage incurred by Fort Leonard Wood resulting from the Contractor's negligent operation of the electric distribution system at more than positive (+) or negative (-) five 5% of nominal utilization voltage shall be paid by the Utility Contractor in all circumstances.

C.26 MAINTAIN PHASING OF EXISTING SERVICES.

The Contractor shall ensure the phasing for existing electrical services is maintained. Any material damage incurred by Fort Leonard Wood resulting from the Contractor's failure to maintain the phasing for existing electrical services shall be paid by the Utility Contractor in all circumstances.

C.27 EMITTED NOISE.

The Contractor shall locate the source and correct the problems that produce electrostatic leakage causing line noise, radio frequency interference, or other objectionable conditions, providing the problem originates with the utility's electric systems.

C.28 AVAILABLE FAULT CURRENT AND COORDINATION INFORMATION.

Upon request, the Contractor shall provide the available fault current for service locations. The Contractor shall further identify the pertinent utility system protective equipment ratings and settings for service location utilization equipment coordination studies performed by others.

C.29 CAPITAL INVESTMENTS FOR SYSTEM EXPANSION AND SERVICES FOR NEW OR RENOVATED FACILITIES.

C.29.1 Capital Investment for System Expansion and Connection of Services for New or Renovated Facilities. The Government reserves the right to fund systems expansion and the connection of new facilities by payment of an "up-front" connection charge (See Paragraph C.29.2). In the alternative the Government may direct the Contractor to fund system expansions and the connection of new facilities to the system (See Paragraph C.29.3).

C.29.2 Capital Investments for System Expansion and Connection of Services for New or Renovated Facilities Funded by the Government. Connection of services for new or renovated facilities, to include all required system expansion and upgrades, that are to be funded by the Government shall be provided in accordance with the provisions of FAR 52.241-9 **Connection Charge, Alternate I** (see Section I, Contract Clauses). The connection of services for new or

renovated facilities that are funded by the Government will be ordered by the Contracting Officer on a DD Form 1155, Order for Supplies or Services, traditionally referred to as a Delivery Order (DO). The scope of work that specifies the principle features of the project, relevant parts of the Contractor's proposal, and the desired completion (delivery) date will be incorporated as part of the

DO. The amount of the DO will be the Utility Contractor's estimated cost, less the agreed to salvage value. The total amount payable will be as determined in accordance with the above referenced FAR Clause.

C.29.3 Capital Investments for System Expansion and Connection of Services for New or Renovated Facilities Funded by the Contractor. Connection of services for new or renovated facilities, to include all required system expansion and upgrades, that are to be funded by the Contractor shall be provided by modification of the contract. Reimbursement rates shall be calculated utilizing the formula indicated in Figure 29-1 at the end of this Section.

C.29.4 Ownership, Operation, Maintenance and Repair of New Service Facilities Provided. The facilities provided for the connection of services for new or renovated facilities, to include all required system expansion and upgrades, notwithstanding the payment of the Government of a connection charge, shall be and remain the property of the Contractor and shall, at all times during the life of this contract or any renewals thereof, be operated, maintained, and repaired by the Contractor at its expense. All taxes and other charges in connection therewith, together with all liability arising out of the construction, operations, maintenance, or repair of such facilities, shall be the obligation of the Contractor.

C.29.5 Future Capital Upgrades and Expenditures. Future Capital Upgrades, as referred to in this paragraph, are substantial investments in the electric utility system resulting solely from changes in laws or regulations. Future Capital Expenditures, as referred to herein, are solely the result of Government requested requirements for other than system expansions and modifications in support of the construction or renovation of Government facilities, and providing electrical utility services thereto (C.29.1). These requested system modifications may include: the relocation of existing distribution lines, facilities, and equipment; the installation of new meters for services to existing facilities where placed on the utility side of the service demarcation point; modifications to overhead (aerial) distribution lines to accommodate the Government's joint-use of structures; and the removal of existing distribution lines, facilities and equipment no longer in service or required. These future capital upgrades and expenditures may be funded up-front by the Government, or funded by the Contractor as in C.29.3, and shall be provided by modification to the contract.

C.30 NEW CONSTRUCTION PROGRAMMING AND SUPPORT.

C.30.1 Programming and Planning Support. Programming for Major Construction Army (MCA), and for other new or renovated facility projects will require the Utility Contractor's participation and the providing of all required electrical utility information. This will include items such as, but not limited to, capacity of existing facility and lines, connection point for the utility service for the facilities, the estimated cost for the electrical utility service

design and construction, etc. Information will be provided in a timely fashion and not later than any Government established deadline.

C.30.2 *Design and Construction of Services to New or Renovated Facilities*. The Utility Contractor shall be responsible for the design and construction of services for new or renovated facilities, to include all required plant upgrades. All placement of utility facilities and services shall be coordinated with the DPW Operations Branch.

C.30.3 *Coordination and Completion of Construction*. The Utility Contractor shall be responsible for coordination of all work to provide the required services, and to ensure execution and completion is provided when required to support Government schedules. The Utility Contractor shall comply with all safety and security requirements of the General Contractor when working within their construction site limits.

C.30.4 *System Drawings and Maps*. System drawings and maps shall be provided to the DPW within 60 days of the completion of the construction. System drawings and maps will be used for issuing FLW Digging Permits, planning purposes, and similar functions.

FIGURE 29-1

Payment from Government to Contractor for Plant Capital Investment for New Facilities Funded by the Contractor:

- | | | |
|---|----|--------------|
| a. Contractor's Costs | \$ | _____ |
| b. Salvage and Other Retained Value | \$ | _____ |
| c. Original Net Value (a. – b.) | \$ | _____ |
| d. Amortization Period (See H.1.1) | | _____ months |
| e. Annual Debt Interest Rate for Amortization | | _____ % |
| f. Monthly Payment to Contractor for _____ Months | \$ | _____ |
| g. Annual Payment to Contractor for New Plant (f. * 12) | \$ | _____ |

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-4 Inspection Of Services--Fixed Price

AUG 1996

SECTION F Deliveries or Performance

NOT
USED

SECTION G Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

52.000-4236 CONTRACTOR CORRESPONDENCE REQUIREMENTS

All Contractor and subcontractor originated correspondence under this contract shall be on the originating firm's letterhead, except in the case where re-printed Government forms are used, shall be typed or handwritten in a legible manner, and shall be submitted in the signed original, with supporting copies as required by the Contracting Officer.

52.242-4201 RESPONSIBILITY FOR ADMINISTRATION OF CONTRACT

The Contract Administration Division is responsible for the administration of this contract. The Contracting Officer alone is authorized to take action on behalf of the Government which results in changes in the terms of the contract, including deviations from specifications, details and delivery schedules.

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

SECTION H Special Contract Requirements

52.000-4203 USE OF TOBACCO PRODUCTS ON FORT LEONARD WOOD

The Contractor and its employees shall be familiar with and shall comply with the provisions of Policy Memorandum Titled "Smoking and Tobacco Use Policy" as presently written and as subsequently amended. The Contractor, upon its request, shall be furnished with a copy of this Policy Memorandum. However, failure to request a copy of the memorandum will not relieve the Contractor from complying with the requirements of this paragraph.

52.000-4204 BIDDING ON LINE ITEMS

Bidding on all line items is required. Failure to provide a price for each line item specified in the Bid Schedule shall render the entire bid nonresponsive.

52.000-4206 HANDCARRIED BIDS/PROPOSALS

Handcarried bids/proposals may be turned in at the Receptionist Desk, Building 606, located at 561 Iowa Avenue, Fort Leonard Wood, MO, Monday thru Friday, between the hours of 7:30 a.m. and 4:00 p.m.

52.000-4207 FIRE PREVENTION

a. The current Post Fire Regulations, AR 420-90, Fire Prevention and Protection, and FLW Supplements to AR 420-90 are by this reference made a part of this solicitation and resultant contract. The Contractor's operations shall conform to all applicable portions of those documents. All personnel entering on duty as Contractor's employees shall be instructed in the fire prevention program of the Post and shall be advised of the requirement of the Post Fire Regulations as they pertain to this particular contract.

b. The Contractor shall obtain a written "Hot Work Permit" (DA Form 5383-R) prior to commencing all hot work outside an approved shop area. Permits will be issued by the Fort Leonard Wood Fire Department, (573) 596-0883, after all necessary precautions have been taken, such as wetting down the area, protection of combustible material, and positioning of first aid fire extinguishers of proper type and class. Permits must be obtained in advance for use of open flame devices, such as blow torches, portable furnaces, tar kettles, or gas and electric welding and cutting equipment. Preparation and protection for such areas are the responsibility of the Contractor accomplishing the work. An inspection conducted by the Fire Department prior to commencing work may be required; however, the Contractor shall conduct an inspection of the area at least 30 minutes after completion of all work. The Contractor shall be liable for

any fire loss to Government property attributable to negligence on the part of the Contractor, including failure to comply with fire prevention measures prescribed by terms of this contract.

c. The Fire Prevention-Protection Division is responsible for monitoring the Contractor in the area of fire prevention and advising the Contracting Officer of all deficiencies. The Contracting Officer will alert the Contractor if a violation is a fire hazard or fire protection deficiency.

d. The provision in no way authorizes anyone other than the Contracting Officer to commit the Government to changes in the terms of the contract.

52.000-4209 UTILIZATION OF HEAVY TRACKED OR WHEELED EQUIPMENT

All projects that require the use of any heavy tracked or wheeled equipment on the streets will require prior approval by the Directorate of Public Works.

52.000-4215 PREVENTION OF TRAINEE ABUSE

The Contractor and its employees shall be familiar with and shall comply with the provisions of Fort Leonard Wood (FLW) Regulation 350-12, Training Leadership, as presently written and as subsequently amended. The Contractor, upon its request, shall be furnished with a copy of FLW Regulation 350-12. However, failure to request a copy of the regulation will not relieve the Contractor from complying with the requirements of this paragraph.

52.000-4223 REGISTRATION OF VEHICLES

1. All motor vehicles within the boundaries of Fort Leonard Wood, Missouri, utilized by the Contractor and/or his employees (POV's included) must be registered with the Law Enforcement Command (LEC). Vehicle registration is a Department of the Army requirement.
- 2. All motor vehicles will be registered utilizing Department of Defense decals with expiration dates and installation identification. The vehicle registration processing point will be located in Building 470, Soldiers Service Center, Room 2125.**
- 3. A Department of Defense decal will be issued for each registered vehicle. Contractors and Contractor employees will be issued one of two types of decals, depending upon the length of time of the contract. For contracts of a year or more in duration, an annually renewable decal will be issued. For those contracts of less than one year, a temporary pass will be issued. Contractor personnel who are eligible to register as retired military or dependent of military must register in such a manner.**
- 4. Required documentation for registration consists of the following:**

- current valid driver's license
- state vehicle registration
- state safety inspection (if required by state of registration)
- proof of insurance
- motorcycle safety course (applicable to motor cycle registration only)
- military, civilian or contractor identification
- letter of employment verification (submitted on Company letterhead)

5. Decals must be permanently affixed to the vehicle. Authorized location is the upper center of the windshield, under the rear view mirror (right front post for motor cycles). All individuals are responsible for their decals. If the vehicle is sold, traded, incapacitated in any way, or employment is terminated, the individual must remove (scrape decal off window) the decal and return it to LEC and they will destroy the sticker.

6. Vehicles are subject to being stopped for purposes of identification and/or issuance of a daily or visitor pass.

52.000-4253 INCORPORATION OF OFFEROR'S PROPOSAL:

The successful offeror's proposal submitted in response to subject RFP shall be incorporated into and made a part of any contract resulting from this solicitation.

52.236-4208 LICENSES, PERMITS AND BONDS REQUIRED ON FORT LEONARD WOOD, MO

- a. The Contractor shall provide at his expense all licenses, permits and bonds as may be required by the state, county, and municipality on which he will operate any type of motor vehicle.
- b. Any vehicle operated by the Contractor on the military reservation must meet State Safety Standards and carry a current state inspection sticker to so indicate.
- c. Contractor will be required to submit evidence of insurance on all vehicles. Operators will be required to possess valid state permits to operate the vehicles which are assigned to them (Driver's License, Chauffeur's License, etc.).

SECTION H. SPECIAL CONTRACT REQUIREMENTS

H.1 CAPITAL INVESTMENTS.

H.1.1. Funding Responsibility. The Contractor shall be responsible for funding all capital investments required to acquire, maintain, and operate the Fort Leonard Wood electrical distribution and lighting systems in a safe, reliable condition, and to meet the requirements listed

herein. Cost of acquisition of the system should be capitalized and recovered over the purchase amortization period (240 months). Offerors shall propose a firm fixed price for the electrical distribution and lighting systems that provides the best life-cycle value to the Government. Costs of expansions, new services, upgrades of existing services due to changes in the service requirements, or other upgrades of the system may be either funded by the Government (as stipulated herein), or funded by the Contractor and recovered over a period that is consistent with the Contractor's standard capital investment recovery process. The Government shall retain the option to prepay, in whole or in part, costs directly attributable to the service provided for additional facilities required for expansions, or for other major cost factors, as described herein.

H.1.2 Capital Investments for Lighting and Distribution Systems Expansion and Services for New or Renovated Facilities. Government project funding for building new facilities or renovation of existing facilities normally includes funding for expansion or upgrade of associated utility systems. Implementation of privatization requires that the Government obtain electrical system construction costs from the Contractor for inclusion in the project funding request documents. The Contractor will prepare budgetary cost estimates for expansion or upgrade of associated utility systems as requested by the Contracting Officer. The Government shall retain the option to prepay, in whole or in part, costs directly attributable to the service provided for additional or renovated facilities.

H.1.3 Capital Investments for Lighting and Distribution Systems Upgrade/Enhancements (not associated with new or renovated facilities). System upgrades/enhancements not associated with new facilities or renovation historically have been funded by the Government as special projects. Because funds are not part of the normal budget for this type of effort, the Contractor shall be responsible for funding all capital investments required for system upgrades/enhancements. However, for projects which would significantly affect the cost of service, the Government may prepay capital costs, in whole or in part, without increase to system Net Book Value. The Contractor will prepare budgetary cost estimates as requested by the Contracting Officer. The amortization period and capital recovery period shall be in accordance with the Contractor's standard method.

H.1.4 Unrecovered Investment. Any investment which has not been fully recovered by the Offeror at the end of the contract period shall be included in the Net Book Value of the electrical system(s). The coordinated, mutually agreed Net Book Value at the end of the contract period shall be the initial Net Book Value for the succeeding contract period.

H.2 ANNUAL COST OF SERVICE (RATES).

The Government desires to know (in advance) the proposed cost of service for each fiscal year so that budget appropriations can be provided to pay for the service. The costs shall be based on the Contractor's standard practice for operating, maintaining and repair. All services rendered by the Contractor shall be billed monthly.

H.2.1 Basis. Offerors will propose a Total Annual Cost of Service (Schedule B-1, Item 0005). The Monthly Cost of Service shall be the Total Annual Cost of Service divided by the number of billing periods in the fiscal year (normally 12). Offerors shall provide a breakdown

and definition of cost factors included in the Annual Facility Rate used in determining the Total Annual Cost of Service. The proposal structure shall identify the components of the Annual Facility Rate as identified in Schedule B-3.

H.2.2 Operation and Maintenance Cost Factors

H.2.2.1. Billing Base (Replacement Cost-New). The initial Replacement Cost-New Value (B.3.12) for the electrical systems, as existing, shall be developed and estimated independently by the Contractor based on their survey, analysis, and due diligence. The initial Replacement Cost-New Value so derived shall be the initial Billing Base (Schedule B-2, line 3) to which the Annual Facility Rate proposed, (Schedule B-2, line 4) shall be applied to determine the contract Annual Distribution System Facility Charge for the initial contract period, i.e., the first fiscal year, or portion thereof, of the contract.

The Billing Base will be reviewed and adjusted each succeeding period of the contract (annually) to determine a revised Billing Base. The initial Replacement Cost-New Value, or Billing Base, will be increased to account for the installation of additional plant units, or decreased to account for the removal of existing plant units, that are ordered by the Government through Delivery Orders, or provided by Contract Modifications, for system expansions and connection of services (C.29.1). The Billing Base will be increased for additional plant units that are installed, or decreased for existing plant units removed, as capital upgrades to the system IAW C.23.1. Adjustments to the Billing Base shall exclude all changes to plant units resulting from Initial System Capital Upgrades (C.23.2) and Renewals and Replacements (C.23.3). Adjustments to the Billing Base shall only include projects which were completed by the Utility during the previous contract period. The adjustment for additional plant units shall be the cost to the Government for the installation of the units. The adjustment for the removal of existing plant units shall be the Replacement Cost-New value of these units that was included in the Billing Base.

After the first contract period that encompasses an entire fiscal year, a Gross Domestic Product Deflator will be applied to adjust the previous period's Billing Base, as described in the following paragraph, H.2.2.2 Gross Domestic Product Deflator. The adjusted Billing Base (Schedule B-2, line 3) for successive contract periods shall be incorporated by contract modification.

H.2.2.2. Gross Domestic Product Deflator. The previous years Billing Base shall be adjusted annually by the Gross Domestic Product (GDP) Implicit Price Deflator to account for inflationary increases or decreases in the Contractor's costs, beginning with the annual adjustment review following the first contract period that encompasses an entire fiscal year. The adjustment applied shall be fifty (50) percent of the calculated percentage change to the annual Gross Domestic Product (GDP) Implicit Price Deflator Index, as published by the Department of Commerce's Bureau of Labor Statistics; provided, however, such adjustment in any contract period shall not exceed plus or minus six (6) percent.

The annual GDP Deflator percent change shall be calculated by first determining the deflator index point change between the current and previous periods, and then the percent change. The

following example illustrates the computation of percent change, using the published GDP Deflator Index for the current and previous periods:

| | |
|---|---------------|
| GDP Deflator Index for Current Period | 107.04 |
| Less GDP Deflator Index for Previous Period | <u>104.65</u> |
| Equals Deflator Index Point Change | 2.39 |
| Deflator Index Point Change | 2.39 |
| Divided by Previous Period Deflator Index | <u>104.65</u> |
| Equals (to four (4) decimal places) | 0.0228 |
| Result Multiplied by 100 | <u>X 100</u> |
| Equals Percent GDP Deflator Index Change | 2.28 |

For the above example, the adjustment applied to the previous contract period's Billing Base, would be 1.14% (50% of 2.28%).

H.2.2.2.1. Calculations for price adjustments shall use the latest available version of the GDP Deflator Index data published, as of the 20th day of the month of April for the current and prior contract periods. Calculations for determining the percent changes shall use the GDP Deflator Index expressed for the referenced base period in effect at the time of the GDP Deflator Index published data for the current contract period (current GDP Deflator Index Base is 1996 = 100). In the event the Department of Commerce's Bureau of Labor Statistics discontinues to publish the GDP Deflator, or there is a material change to the method used to calculate the GDP Deflator, the parties shall mutually agree to use an appropriate alternative index, e.g., Consumer Price Index. The failure of the parties to mutually agree on an alternative index shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause in Section I, Contract Clauses of this contract.

H.2.3. *Cost Factors*. The Cost of Service shall include such factors as:

H.2.3.1 Annual Distribution System Facility Charge. Electric Distribution Systems Replacement Cost-New (Billing Base) multiplied by Annual Facility Rate: (Schedule B-1, Item #0001).

H.2.3.2 Annual Facility Rate Components:

H.2.3.2.1 Operations and Maintenance. Lighting and electrical distribution plant operation, maintenance, repair, connection, disconnection, service restoration, and notification service fee (if applicable). This excludes projects that are capital investments which result in an increase to the net book value. See Section C.4.4 (Disposition of Removed or Salvaged Materials).

H.2.3.2.2 Administrative and General Expenses. Management, administrative overhead, engineering, and accounting.

H.2.3.2.3 Franchise Taxes. Taxes imposed by regulatory commission for operation of franchise service area, if applicable.

H.2.3.2.4 Insurance. (State, Local and Federal, personal and property, as applicable).

H.2.3.2.5 Miscellaneous Items. Rate of Return, Depreciation, and other Miscellaneous costs.

H.2.3.2.6 Capital Investment for Renewals and Replacements to Systems. Renewals, replacements, upgrades, and repairs which results in an increase to the net book value with no significant quantity of additional plant units (major system components).

H.2.3.3 Annual Purchase Price. Paid to Government (facility credit). Defined in paragraph B.3.6, Definitions - Annual Purchase Price Credit.

H.2.3.4 Annual Payment for Recoverable Portion of the Purchase Price and Initial Systems Upgrades and Costs. Includes the recoverable portion of the purchase price, “up-front” tax payments, facility upgrades (to bring into compliance), maintenance of right-of-ways, mapping or misc. costs, amortized over a twenty (20) year term, including interest charges. Defined in paragraph B.3.8, Definitions - Annual Initial Payment.

H.2.3.5 Annual Payment to Contractor for Plant Capital Investments for New Facilities Funded by Contractor. New facilities, additional lights, meters, services, renovations, extensions, etc. which result in additional plant units and an increase to the net book value, amortized in accordance with the Contractor’s standard method. Defined in paragraph B.3.9.

The Contractor’s direct cost may include direct labor, materials, equipment, supplies, and purchased services. The direct cost may be burdened by applying the Contractor’s engineering and supervisory overhead rate(s). The Contractor’s margin applied to estimated direct costs shall be exclusive of line-of-credit financing charges.

H.2.4. Submittal Schedule. The initial Draft Annual Cost of Service (COS) shall be submitted as shown on the approved contract acquisition schedule and shall cover the scope and estimated costs for the remainder of the current Government fiscal year. Thereafter, the Draft Annual COS shall be submitted on or before 30 April of each year and shall cover the scope and estimated costs for the following Government fiscal year. The Contractor shall submit its Final Audit COS within one hundred and twenty (120) days of the submittal of each Draft Annual COS.

H.2.5. Submittal Content. The Draft COS shall define the scope and anticipated costs to operate, maintain, repair or replace all or portions of the electric distribution system during the following fiscal year. The Contractor’s estimated direct cost will include direct labor, materials, equipment, supplies, and purchased services. The estimated direct cost may be burdened by applying the Contractor’s standard engineering and supervisory overhead rate(s). The

Contractor's margin applied to estimated direct costs shall be exclusive of line-of-credit financing charges.

H.2.6. Capital Improvement Plan. Each Draft COS shall include an updated five-year Capital Improvement Plan. See Paragraph C.23, Capital Improvement Plan. The Draft COS shall define the scope and anticipated costs for capital improvements and additions to the electric distribution systems during the following fiscal year.

H.2.6.1. RESERVED.

H.2.6.2. The scope and cost of the Capital Improvement Plan are at the Contractor's discretion and the Contractor will have final approval authority for engineering, system improvements, and additions proposed in the Capital Improvement Plan. However, because the Government will bear all costs associated with this contract, it is necessary and reasonable that it review all projects which will impact cost of service. The Capital Improvement Plan will be reviewed for necessity and cost. If the Government's estimate for proposed system improvements and additions differ significantly from the Contractor's, it may require the Contractor to obtain three bids from independent construction companies for performance of the construction to the Contractor's standards. The Government and the Contractor shall negotiate costs based on the results of the bids. Failure of the parties to reach an agreement after a reasonable period of time shall be a dispute under the Disputes Clause in Section I of this contract. Additional, the Government may elect to participate in funding measures to mitigate the impact to the annual Cost of Service. The Government and the Contractor will discuss and reach an agreement on the portion of an annual plan's cost to be paid by Government aid-to-construction contributions, the portion to be financed, the amortization period, and the prepayment of amortized spending. Arranging the contract to structure Contractor cost recovery is intended to mitigate the Contractor's risk and provide a climate that is conducive to close cooperation between the Government and the Contractor.

The Contractor's estimated direct cost may include direct labor, materials, equipment, supplies, and purchased services. The estimated direct cost may be burdened by applying the Contractor's engineering and supervisory overhead rate(s). The Contractor's margin applied to estimated direct costs shall be exclusive of line-of-credit financing charges.

H.2.7. Government Review. The Government may request clarification or modification of any Draft COS within a forty-five (45) day period from the submittal of each such plan. The Contractor shall respond to the Government's comments within a sixty (60) day period from the submittal of each such plan. The Contractor shall not be required to modify its Draft COS to incorporate Government comments if, in the Contractor's discretion, such changes might adversely affect the public health and safety or are not consistent with the Contractor's operating standards and procedures for distribution service to customer classes with service requirements substantially similar to the requirements at the individual distribution system service delivery points.

H.2.8 Annual Review and Audit. Within sixty (60) days after the start of each Government fiscal year the Contractor and the Government shall meet at Fort Leonard Wood,

MO to review service performance in the prior contract year. In this meeting the Contractor and the Government shall provide information in sufficient detail to demonstrate that the planned repairs, maintenance, upgrades, and capital improvements did occur.

H.3 EXTRAORDINARY AND EMERGENCY REPAIRS AND REPLACEMENTS.

H.3.1 *Rate Stabilization.* The Government desires to pay for the operation and maintenance of the distribution system in a uniform, predictable and stable manner, similar to the process of electrical energy purchases. Offerors shall propose means to manage large, unusual costs such as natural disasters, major equipment failures, or unforeseen projects requiring major capital investments (\$100,000 plus). The options proposed should include: an option for the Government to prepay for costs directly attributable to the service provided, in whole or in part, at the option of the Government; and an option for the Government to pay for costs directly attributable to the service provided, amortized over the remainder of the life of the contract.

H.3.2 *Notification.* The Contractor shall notify the Government of unforeseen annual COS expenditures in any given fiscal year which vary from the estimated annual costs in any Final COS for that year by the greater of plus or minus (+/-) ten percent (10%), or One Hundred Thousand Dollars (\$100,000), in 2002 dollars. The notification shall contain an addendum to or modifications of the Final COS, identifying the cause(s) of the variance and, as pertinent, recommending major changes to the scope of the COS. The Government may provide comments on the addendum or modification to the Contractor for informational purposes only. The Contractor shall provide written notification to the Government of unanticipated emergency repairs and/or replacements that are estimated to exceed an annual cumulative value of Fifty Thousand Dollars (\$50,000) during any COS period.

H.4 CHANGE IN RATES OR TERMS AND CONDITIONS OF SERVICE FOR UNREGULATED SERVICES. (Reference FAR 52.241-8)

H.4.1 This clause applies to the extent that services furnished hereunder are not subject to regulation by a regulatory body.

H.4.2 After two (2) years from the effective date that the Contractor begins providing electric utility distribution service to the Government either party may request a change in the annual facilities rates (Schedule B-3) or other terms and conditions of service, with reasonable and just cause. After any initial change to the annual facilities rates, subsequent requests for changes in these rates or other terms and conditions of service shall occur no more often than three (3) years following a previous negotiated change to such rates. Both parties agree to enter in negotiations concerning such changes upon receipt of a written request detailing the proposed change and specifying the reasons for the proposed changes.

H.4.3 The effective date of any change shall be as agreed to by both parties. The Contractor agrees that throughout the life of this contract the rates so negotiated will not be in excess of published and unpublished rates charged to any other customer of the same class under similar terms and conditions of use and service.

H.4.4 The failure of the parties to agree upon any change after a reasonable period of time shall be a dispute under the Disputes clause of this contract.

H.4.5 Any changes to rates, terms, or conditions as a result of such negotiations shall be made a part of this contract by the issuance of a contract modification.

H.5 ACCOUNTING PROCEDURES.

H.5.1 The Contractor shall separately record all costs and payments associated with this contract, using the Contractor's standard accounting procedures and generally recognized accounting practices and principles, i.e., FERC, NARUC, RUS.

H.5.2 The Government shall have the right at reasonable times and upon reasonable notice to inspect the Contractor's records as they relate to the performance or determination of rates under this contract.

H.6 LIMITED USE OF DISTRIBUTION FACILITIES.

The Contractor shall not use the electrical distribution facilities between the Sho-Me Power Electric Cooperative service points and the utility's side of the specified demarcation points to serve or benefit areas outside the service premises without the prior permission of the Government. The intent of this clause is to protect the Post from the installation of redundant or oversized facilities to serve other customers, the costs of which are directly assigned to the Installation.

H.7 ELECTRIC UTILITY.

The Contractor shall provide the electric distribution service required hereunder as an "Electric Utility," which is defined as an entity that renders electric service that is considered essential to the public.

H.8 TERMINATION LIABILITY.

The Government's termination liability associated with the system Net Book Value shall be limited to the Contractor's unrecovered capital investment at the point of termination plus termination costs. Any additional termination liability shall be in accordance with FAR 52.249-2, Termination for the Convenience of the Government (Fixed Price). See Section I, Contract Clauses.

H.9 FORCE MAJEURE.

See FAR 52.249-8, Default (fixed price and service). See Section I, Contract Clauses.

H.10 NOT USED.

H.11 COMMENCEMENT OF SERVICE.

Utility Contractor shall be ready to provide electric utility distribution service to the Government within 60 days from the notice of award.

H.12 RE-ACQUISITION OF THE ELECTRIC SYSTEM AND RIGHT OF FIRST OFFER.

H.12.1. Notice. The Contractor shall not sell or agree to sell all or any part of the electrical system in a single transaction or a series of related transactions without first offering to sell it to the Government. Prior to the Contractor entering into an agreement to market or sell the system, the Contractor shall offer in writing ("First Offer") to sell all or substantially all of the system to the Government on the same terms and conditions that the Contractor would then be willing to offer to a third party. The first offer shall, at a minimum, include the following information:

- a. The proposed purchase price;
- b. The method of payment of the purchase price;
- c. The amount and terms of any Contractor financing;
- d. The amount of any required earnest money deposit; and
- e. The time and location for close of escrow.

H.12.2. Negotiation. The Government shall have sixty (60) days from the date of the First Offer, or any mutually agreed period ("Evaluation Period") to enter negotiations with the Contractor, by delivering to the Contractor a written notice prior to the Contractor's close of business on the last day of the Evaluation Period. The Government shall have 120 additional days, or any mutually agreed period, to make a counter offer. If the Government fails to accept the First Offer or make a counter offer within 180 days of First Offer, the contractor shall have no further obligation to sell the electrical system to the Government. The Contractor and the Government shall meet as often as required by either party during the 180-day period from First Offer for transfer of information, clarification of the Contractor's estimate of the system Net Book Value. The Government and the Contractor will meet at the Contractor's offices (or a mutually agreed upon location), at the end of the 180-day period, or any mutually agreed upon date, to negotiate the purchase price.

H.12.3. Closing Period. Upon conclusion of successful negotiation, the Government shall have a mutually agreed period to consummate the purchase of the electrical system. If the government fails to consummate the purchase of the system within the Closing Period, any earnest money paid by the Government shall be paid to the Contractor as Contractor's liquidated damages, and the agreement to purchase the system together with the right of first offer shall be terminated. The Contractor shall be free to enter into an agreement for the sale of the system with a third party subject to the Government's rights pursuant to provisions of paragraph C.13.2.

H.12.4. Failure of Negotiation. At the beginning of the negotiation, the Government and the Contractor shall mutually agree upon a negotiation period (not to exceed 90 calendar days). If at the end of the Negotiation Period the Contractor and the Government have not agreed upon

a purchase price, the government's rights of first offer shall be terminated. See paragraph H.12.3.

H.12.5. Duration of Right of First Offer. The Government's right of first offer shall begin with the date ownership of the system is transferred to the Contractor by the Government and continue until Fort Leonard Wood ceases to be an active military base ("Term"), unless terminated sooner, in accordance with the terms herein.

The right of first offer shall automatically terminate and have no further effect upon the first of the following events to occur:

- a. The expiration of the Term;
- b. The Government assigns or attempts to assign the Government's rights hereunder;
- c. The Government and the Contractor fail to negotiate a purchase price as stipulated herein; or
- d. The purchase of the system by the Government.

H.13 CONTRIBUTION IN AID OF CONSTRUCTION (CIAC) TAX LIABILITY

The parties hereby recognize that a purchase by the Contractor of Government utility systems at less than fair market value may be treated as a CIAC and therefore taxable income to the Contractor. As a result, the Contractor may incur an associated income tax liability. Any such liability will be the Contractor's responsibility and shall not be the basis for any claim against the Government.

H.14 INSURANCE REQUIREMENTS

Note: It is recommended that the Contractor(s) furnish a copy of the following requirements to its insurance company, in order to assure that an insurance certificate is issued meeting the minimum requirements shown.

H.14.1 Insurance Certificate. Contractor shall deliver or cause to be delivered upon execution of this contract (and thereafter not less than fifteen (15) days prior to the expiration date of each policy furnished pursuant to this contract) to Government a certificate of insurance evidencing the insurance required by this contract.

H.14.2 Types of Insurance. During the entire period this contract shall be in effect, the Contractor shall carry and maintain and require its contractors performing work on the Premises to carry and maintain:

H.14.2.1 General Liability. Comprehensive general liability insurance on an "occurrence basis" against claims for "personal injury" including, without limitation, bodily injury, death, or property damage. Such insurance is to afford immediate protection at all times during the term of this contract. The insurance will include limits of liability in amounts approved by the Government, but not less than \$1 million in the event of bodily injury or death to any one or more persons in one accident and, not less than \$500,000 for property damage.

H.14.2.2 Automobile Liability. Comprehensive automobile liability insurance covering the operation of all automobiles used in connection with the performance of the contract in the minimum limits of \$200,000 per person, and \$500,000 per accident for bodily injury, and \$20,000 per accident for property damage.

H.14.2.3 Workers' Compensation and Employer's Liability. If and to the extent required by law, workers' compensation and employer's liability or similar insurance in form and amounts required by law but not less than the amount of \$100,000.

H.14.3 General. All policies of insurance which this contract requires the Contractor to carry and maintain, or cause to be carried or maintained, pursuant to this contract shall be effected under valid and enforceable policies, in such forms and amounts as may, from time to time, be required under this contract, issued by insurers of recognized responsibility. All such policies of insurance shall be for the mutual benefit of Government and Contractor.

Each such policy shall provide that any losses shall be payable notwithstanding any act or failure to act or negligence of Contractor or Government or any other person; provide that no cancellation, reduction in amount, or material change in coverage thereof shall be effective until at least sixty (60) days after receipt by Government of written notice thereof; provide that the insurer shall have no right of subrogation against Government; and be reasonably satisfactory to Government in all other respects.

Under no circumstances will Contractor be entitled to assign to any third party rights of action which the Contractor may have against the Government. The foregoing notwithstanding, any cancellation of insurance coverage based on nonpayment of the premium shall be effective upon ten (10) days' written notice to the Government. The Contractor understands and agrees that cancellation of any insurance coverage required to be carried and maintained by the Contractor under this contract will constitute a failure to comply with the terms of this contract.

H.15 MOBILIZATION AND OTHER CONTINGENCIES

In the event of mobilization or other contingencies the Contractor will be expected to promptly take whatever measures are needed to meet any new demands placed upon it, to include extended work hours and expansion of the contract work force.

Extra work effort under these circumstances may entitle the Contractor to equitable adjustment under the Changes Clause FAR 52.243-1 Alt 1, *Changes - Fixed Price*.

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

| | | |
|-----------------|--|----------|
| 52.203-3 | Gratuities | APR 1984 |
| 52.203-5 | Covenant Against Contingent Fees | APR 1984 |
| 52.203-6 | Restrictions On Subcontractor Sales To The Government | JUL 1995 |
| 52.203-7 | Anti-Kickback Procedures | JUL 1995 |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | JAN 1997 |
| 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity | JAN 1997 |
| 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions | JUN 1997 |
| 52.204-4 | Printing/Copying Double-Sided on Recycled Paper | JUN 1996 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | JUL 1995 |
| 52.215-2 | Audit and Records--Negotiation | JUN 1999 |
| 52.215-8 | Order of Precedence--Uniform Contract Format | OCT 1997 |
| 52.219-8 | Utilization of Small Business Concerns | OCT 1999 |
| 52.219-9 Alt II | Small Business Subcontracting Plan (Oct 1999) Alternate II | JAN 1999 |
| 52.219-16 | Liquidated Damages-Subcontracting Plan | JAN 1999 |
| 52.222-3 | Convict Labor | AUG 1996 |
| 52.222-4 | Contract Work Hours and Safety Standards Act - Overtime Compensation | JUL 1995 |
| 52.222-35 | Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era | APR 1998 |
| 52.222-36 | Affirmative Action For Workers With Disabilities | JUN 1998 |
| 52.222-37 | Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era | JAN 1999 |
| 52.223-5 | Pollution Prevention and Right-to-Know Information | APR 1998 |
| 52.223-6 | Drug Free Workplace | JAN 1997 |
| 52.223-14 | Toxic Chemical Release Reporting | OCT 1996 |
| 52.227-1 | Authorization and Consent | JUL 1995 |
| 52.227-2 | Notice And Assistance Regarding Patent And Copyright Infringement | AUG 1996 |
| 52.228-5 | Insurance - Work On A Government Installation | JAN 1997 |
| 52.229-3 | Federal, State And Local Taxes | JAN 1991 |
| 52.229-5 | Taxes--Contracts Performed In U S Possessions Or Puerto Rico | APR 1984 |
| 52.232-1 | Payments | APR 1984 |
| 52.232-8 | Discounts For Prompt Payment | MAY 1997 |
| 52.232-11 | Extras | APR 1984 |
| 52.232-17 | Interest | JUN 1996 |
| 52.232-18 | Availability Of Funds | APR 1984 |
| 52.232-23 | Assignment Of Claims | JAN 1986 |
| 52.232-25 | Prompt Payment | JUN 1997 |
| 52.233-1 Alt I | Disputes (Oct 1995) - Alternate I | DEC 1991 |
| 52.233-3 | Protest After Award | AUG 1996 |
| 52.237-2 | Protection Of Government Buildings, Equipment, And Vegetation | APR 1984 |
| 52.237-3 | Continuity Of Services | JAN 1991 |
| 52.241-2 | Order of Precedence - Utilities | FEB 1995 |
| 52.242-13 | Bankruptcy | JUL 1995 |
| 52.243-1 Alt I | Changes--Fixed Price (Aug 1987) - Alternate I | APR 1984 |
| 52.244-6 | Subcontracts for Commercial Items and Commercial Components | OCT 1998 |
| 52.246-25 | Limitation Of Liability--Services | FEB 1997 |

| | | |
|--------------|--|----------|
| 52.249-2 | Termination For Convenience Of The Government (Fixed-Price) | SEP 1996 |
| 52.249-8 | Default (Fixed-Price Supply & Service) | APR 1984 |
| 52.253-1 | Computer Generated Forms | JAN 1991 |
| 252.203-7001 | Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies | MAR 1999 |
| 252.203-7002 | Display Of DOD Hotline Poster | DEC 1991 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 252.204-7004 | Required Central Contractor Registration | MAR 2000 |
| 252.205-7000 | Provisions Of Information To Cooperative Agreement Holders | DEC 1991 |
| 252.209-7000 | Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty | NOV 1995 |
| 252.209-7001 | Disclosure of Ownership or Control by the Government of a Terrorist Country | MAR 1998 |
| 252.209-7003 | Compliance With Veterans' Employment Reporting Requirements | MAR 1998 |
| 252.209-7004 | Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country | MAR 1998 |
| 252.219-7003 | Small, Small Disadvantaged and Women-Owned Small Business Subcontractors Plan (DOD Contracts) | APR 1996 |
| 252.223-7006 | Prohibition On Storage And Disposal Of Toxic And Hazardous Materials | APR 1993 |
| 252.231-7000 | Supplemental Cost Principles | DEC 1991 |
| 252.241-7001 | Government Access | DEC 1991 |
| 252.247-7023 | Transportation of Supplies by Sea | NOV 1995 |
| 252.247-7024 | Notification Of Transportation Of Supplies By Sea | NOV 1995 |
| 52.222-26 | Equal Opportunity | APR 2002 |

CLAUSES INCORPORATED BY FULL TEXT

The following Clauses are applicable to entities submitting proposals whose prices are not set by Law or Regulation :

| Paragraph | Clause Title | Date |
|-----------|---|----------|
| 52.222-41 | Service Contract Act of 1965, as amended (IAW 22.1006[a]) | May 1989 |
| 52.222-44 | Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (IAW 22.1006[c][2]) | May 1989 |
| 52.230-2 | Cost Accounting Standards (IAW FAR 30.201-4[a]) | Apr 1998 |
| 52.230-6 | Administration of Cost Accounting Standards (IAW FAR 30.201-4[d]) | Nov 1999 |

FAR 52.222-42: Statement of Equivalent Rates for Federal Hires (May 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service for employees expected to be employed under the contract. This clause also states the wages and fringe benefits

payable to each if they were employed by the contracting agency subject to the provisions of 5 USC 5341 or 5332.

This statement is for information only; it is not a wage determination.

| EMPLOYEE CLASS | MONETARY WAGE - FRINGE BENEFITS |
|--------------------------------|---------------------------------|
| Journeyman Electrician WG-10 | \$15.16 |
| Intermediate Electrician WG -8 | \$13.62 |
| Apprentice Electrician WG-5 | \$11.25 |
| Laborer WG-2 | \$ 8.80 |

The following Clauses are applicable to entities submitting proposals whose prices are set by
Law or Regulation :

52.241-4 Change in Class of Service (Feb 1995)

(a) In the event of a change in the class of service, such service shall be provided at the Contractor's lowest available rate schedule applicable to the class of service furnished.

(b) Where the Contractor does not have on file with the regulatory body approved rate schedules applicable to services provided, no clause in this contract shall preclude the parties from negotiating a rate schedule applicable to the class of service furnished.

(End of Clause)

52.241-7 Change in Rates or Terms and Conditions of Service for Regulated Services. (Feb 1995)

(a) This clause applies to the extent services furnished under this contract are subject to regulation by a regulatory body. The Contractor agrees to give the cognizant Contracting Officer written notice of (1) the filing of an application for change in rates or terms and conditions of service concurrently with the filing of the application and (2) any changes pending with the regulatory body as of the date of contract award. Such notice shall fully describe the proposed change. If, during the term of this contract, the regulatory body having jurisdiction approves any changes, the Contractor shall forward to the Contracting Officer a copy of such changes within 15 days after the effective date thereof. The Contractor agrees to continue furnishing service under this contract in accordance with the amended tariff, and the Government agrees to pay for such service at the higher or lower rates as of the date when such rates are made effective.

(b) The Contractor agrees that throughout the life of this contract the applicable published and unpublished rate schedule(s) shall not be in excess of the lowest cost published and unpublished rate schedule(s) available to any other customers of the same class under similar conditions of use and service.

(c) In the event that the regulatory body promulgates any regulation concerning matters other than rates which affects this contract, the Contractor shall immediately provide a copy to the Contracting Officer. The Government shall not be bound to accept any new regulation inconsistent with Federal laws or regulations.

(d) Any changes to rates or terms and conditions of service shall be made a part of this contract by the issuance of a contract modification unless otherwise specified in the contract. The effective date of the change shall be the effective date by the regulatory body. Any factors not governed by the regulatory body will have an effective date as agreed to by the parties.

(End of clause)

52.241-12 Nonrefundable, Nonrecurring Service Charge. (Feb 1995)

As provided herein, the Government will pay a nonrefundable, nonrecurring charge when the rules and regulations of a Contractor require that a customer pay (1) a charge for the initiation of service, (2) a contribution in aid of construction, or (3) a nonrefundable membership fee. This charge may be in addition to or in lieu of a connection charge. Therefore, there is hereby added to the Contractor's schedule a nonrefundable, nonrecurring charge for _____ * _____ in the amount of \$ _____ * _____ dollars payable [specify dates* or schedules*].

* Information to be provided with Tariff Schedule provided to support Schedule B-3.

(End of clause)

The following clauses set forth in full-text are applicable to entities submitting proposals whose prices either are or are not set by Law or Regulation.

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.241-9 CONNECTION CHARGE (FEB 1995) - ALTERNATE I (FEB 1995)

(a) Charge. In consideration of the Contractor furnishing and installing at its expense the new connection facilities described herein, the Government shall pay the Contractor a connection charge. The payment shall be in the form of progress payments, advance payments or as a lump sum, as agreed to by the parties and as permitted by applicable law. The total amount payable shall be either the estimated cost of \$ ___*___ less the agreed to salvage value of \$ ___*___, or the actual cost less the salvage value, whichever is less. As a condition precedent to final payment, the Contractor shall execute a release of any claims against the Government arising under or by the virtue of such installation.

(b) Ownership, operation, maintenance and repair of new facilities to be provided. The facilities to be supplied by the Contractor under this clause, notwithstanding the payment by the Government of a connection charge, shall be and remain the property of the Contractor and shall, at all times during the life of this contract or any renewals thereof, be operated, maintained, and repaired by the Contractor at its expense. All taxes and other charges in connection therewith, together with all liability arising out of the construction, operations, maintenance, or repair of such facilities, shall be the obligation of the Contractor.

(c) Termination before completion of facilities. The Government reserves the right to terminate this contract at any time before completion of the facilities with respect to which the Government is to pay a connection charge. In the event the Government exercises this right, the Contractor shall be paid the cost of any work accomplished, including direct and indirect costs reasonably allocable to the completed work prior to the time of termination by the Government, plus the cost of removal, less the salvage value.

(d) Termination after completion of facilities. In the event the Government terminates this contract after completion of the facilities with respect to which the Government is to pay a connection charge, the Contractor shall have the following options:

(1) To retain in place for ___*___ months after the notice of termination by the Government. If the Contractor and the Government have not agreed on terms for retention in place beyond ___*___ months, then the Contractor must remove the facilities pursuant to the terms of subparagraph

(d)(2) of this clause.

(2) To remove such facilities at the Contractor's own expense within __*__ months after the effective date of the termination by the Government. If the Contractor elects to remove such facilities, the Government shall then have the option of purchasing such facilities at the agreed salvage value set forth herein; and provided further, that the Contractor shall, at the direction of the Government, leave in place such facilities located on Government property which the Government elects to purchase at the agreed salvage value.

(*) To be determined at the time of the new connection.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

Section J

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SOUTHERN MISSOURI**
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J.1

DEPARTMENT OF THE ARMY
EASEMENT FOR ELECTRICAL DISTRIBUTION SYSTEM
LOCATED ON THE
FORT LEONARD WOOD MILITARY INSTALLATION
PULASKI COUNTY, MISSOURI

THE SECRETARY OF THE ARMY, under and by virtue of the authority vested in the Secretary by Title 10, United States Code, Section 2668 and Section 2688, having found that the granting of this easement is not incompatible with the public interest, hereby grants to:

_____ ,
hereinafter referred to as the Grantee, an easement for an electrical distribution system, including all right, title and interest in and to all appurtenances located thereon, hereinafter referred to as the facilities, over, across, in and upon lands of the United States as identified in Exhibit "A" hereinafter referred to as the premises, and which are attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following conditions.

1. TERM

This easement is hereby granted in perpetuity.

2. CONTRACT-EASEMENT RELATIONSHIP

This easement and the contract shall not merge, but the terms and conditions of each shall survive the execution and delivery of this easement and any subsequent recordation thereof. In the event the terms and conditions of this easement conflict with the terms and conditions of the contract, the terms and conditions of the contract shall prevail. A default under the contract shall constitute a default under this easement. Unless otherwise specified in this easement, any and all Government rights and remedies as set forth in the contract and in this easement will be available to the Government on a cumulative basis to enforce the provisions of this easement.

3. FACILITIES

The Fort Leonard Wood electrical distribution system is described in the attached Section J to Exhibit A (hereinafter referred to as "facilities"). The ownership of the Fort Leonard Wood Military Installation's electrical distribution system is hereby transferred by the Government and accepted by the Grantee.

4. CONSIDERATION

The consideration for this easement shall be the transfer of the facilities and the operation and maintenance of these facilities for the benefit of the United States and the general public in accordance with the terms set forth.

5. NOTICES

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the Grantee, to _____, and, if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, Kansas City District, 601 East 12th Street, Kansas City, Missouri 64106, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

6. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "Grantee" shall include assignees, transferees and their duly authorized representatives.

7. SUPERVISION BY THE INSTALLATION COMMANDER

a. The construction, operation, maintenance, repair, or replacement of said facilities, including culverts and other drainage facilities, shall be subject to the approval of the Installation Commander, Fort Leonard Wood Military Installation, Missouri, hereinafter referred to as said officer. Upon the completion of any of the above activities, the Grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time. With respect to approvals, restorations, and prescribed rules and regulations for use and occupation of the premises by Grantee, hereunder, the requirements of such approvals, restorations, and rules and regulations for use and occupation, shall not exceed the requirements of the established "Installation Design Guide" for the Installation; and furthermore, 1) where approvals are required, such shall not be unreasonably withheld, and 2) where restorations are involved, such restoration shall conform to normal utility practices, and shall be approximately to the condition existing prior to disturbance by the Grantee and consistent with the requirements of the Installation Design Guide.

b. The Grantee shall not conduct or permit its sub-grantees to conduct any subsurface excavation, digging, drilling, or other disturbance of the surface without the prior written approval of the Government.

c. The Grantee shall not construct or make or permit its sub-grantee or assigns to construct or make any alterations, additions, or improvements to, or installations upon, or otherwise modify or alter the premises in any way which may adversely affect the Fort Leonard Wood Military Installation's historic register or historic register-eligible properties, cultural

resources, environmental programs, environmental cleanup, human health, or the environment, without the prior written consent of the Government. Such consent may include a requirement to provide the Government with a performance and payment bond satisfactory to it in all respects and other requirements deemed necessary to protect the interests of the Government. For construction or alterations, additions, modifications, improvements, or installations (collectively “work”), in the proximity of operable units or solid waste management units (SWMUs) that are part of any Federal or State RCRA Corrective Action Program, State Remediation Consent Orders, or the Army IRP, such consent may include a requirement for written approval by the Government’s Remedial Project Manager. Except as such written approval shall expressly provide otherwise, all such approved alterations, additions, modifications, improvements, and installations shall become Government property when annexed to the premises.

8. APPLICABLE LAWS AND REGULATIONS

The Grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located, including, but not limited to, the provisions of the latest edition of the National Electrical Safety Code (NESC) and the Environmental Protection Agency regulations on Polychlorinated Biphenyls (PCB's); provided, however, that any “grandfather” provisions incorporated into such codes and/or regulations shall likewise be applicable for the Installation. .

9. CONDITION OF PREMISES

The Grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

10. INSPECTION AND REPAIRS

The Grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

11. PROTECTION OF GOVERNMENT PROPERTY

The Grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the Grantee under this easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefore by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer, consistent with the established “Installation Design Guide.” Where restorations are involved, such restoration shall be approximately to the condition existing prior to disturbance by the Grantee.

12. RIGHT TO ENTER

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the Grantee, and/or to make any other use of the lands as may be necessary in connection with government purposes, and the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof, except where Grantee sustains damage to its property as a result of such above described entry upon the premises by the Government or its agents, in which case the Grantee may pursue a claim for damages against the United States under the Federal Tort Claims Act, 28 U.S.Code 2671 et. seq.

13. TRANSFERS AND ASSIGNMENTS

Without prior written approval by said District Engineer, the Grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the Grantee.

14. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the Grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the Grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

15. SUBJECT TO EASEMENTS

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Grantee and will meet NESC requirements, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the premises by the Grantee.

16. REQUIRED SERVICES

The Grantee shall furnish through said facilities such services as may be required from time to time for governmental purposes, provided that payment for such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the Grantee for similar service.

17. RELOCATION OF FACILITIES

In the event all or any portion of the premises occupied by the said facilities shall be needed by the United States, or in the event the existence of said facilities is determined to be detrimental to governmental activities, the Grantee shall from time to time, upon notice to do so, and as often as so notified, remove said facilities to such other location on the premises as may be designated by said officer. In the event said facilities shall not be removed or relocated within ninety (90) days after such notice, the United States may cause such relocation.

18. TERMINATION

This easement may be terminated by the Secretary upon One Hundred Twenty (120) days written notice to the Grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the Grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

19. SOIL AND WATER CONSERVATION

The Grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the Grantee during the term of this easement, and the Grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. In the event of any disturbance of any soil and water conservation structures by Grantee, Grantee shall restore and maintain such structures approximately to the condition existing prior to disturbance by the Grantee. Any soil erosion occurring outside the premises resulting from the activities of the Grantee shall be corrected by the Grantee as directed by said officer; provided, however, that such correction directed by said officer shall not exceed the correction that the Grantee would otherwise be required to make under applicable State and Federal laws and regulations.

20. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground, and water. The Grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The Grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state and local laws and regulations. The Grantee must obtain

approval in writing from said officer before any pesticides or herbicides are applied to the premises.

c. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

21. HISTORIC PRESERVATION

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the Grantee shall immediately notify said officer and protect the site and material from further disturbance until said officer gives clearance to proceed.

22. NON-DISCRIMINATION

The Grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of operations on the premises.

23. RESTORATION

On or before the termination or expiration without renewal of this easement, the Grantee shall, without expense to the United States, and within such time as said officer may indicate, remove all properties and materials except said facilities described in Paragraph 3 and restore the premises to the satisfaction of said officer. In the event the Grantee shall fail to remove said properties and materials and restore the premises, the United States shall have the option to take over said properties, materials and facilities without compensation, or to remove same and perform the restoration at the expense of the Grantee, and the Grantee shall have no claim for damages against the United States or its officers or agents for such action.

24. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the property are concerned, and the Grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. 403), Section 404 of the Clean Water Act (33 U.S.C. 1344) or any other permit or license which may be required by Federal, state or local statute in connection with use of the premises.

25. NON-TRANSFERRABLE RIGHTS

Conditions 7, 10, 11, 12, 16, 17, and 23 are non-transferable rights of the Grantor. In the event of disposal of the United States' underlying fee, these rights and conditions will not transfer with the land.

THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this _____ day of _____, _____.

THIS EASEMENT is accepted and executed by the Grantee this _____ day of

_____, _____.

(Add Acknowledgments)

EXHIBIT "A"

Easement No. DACA41-2-_____ **Legal Description**

PURPOSE OF LEGAL DESCRIPTION: To transfer ownership and responsibility of the Department of Army owned electrical distribution system to the Grantee.

LOCATION OF PROPERTY: The electrical distribution system and right-of-way lying within the Fort Leonard Wood, U.S. Government Reservation, situated in Townships 34N and 35N Ranges 10, 11 and 12, of the 5th Principal Meridian, Pulaski and Laclede Counties, Missouri.

DESCRIPTION OF PROPERTY: The purpose and intent of this list of property is to describe all Department of the Army owned electrical distribution systems to be conveyed to the Grantee; between the Sho-Me Power Electric Cooperative primary power delivery points and the last item of equipment at the Department of Army electrical service Demarcation Points. The length of the right-of-way required at each location is as constructed, being extended or reduced as required to exactly adjoin the electrical service Demarcation Points. The width of the right-of-way required is limited to the area actually occupied by the electrical distribution system for the normal operation, maintenance and repair of the electric distribution system.

LIST OF PROPERTY: The electrical distribution systems consists of, but not limited to: Transformers, poles, wiring and associated equipment for a 12.47 kV (Kilovolts) Aerial Transmission System, transformers and equipment for converting 12.47 kV to building service voltage, secondary meters, street lights, secondary area connected lights, and secondary meter devices, as specifically listed in:

Section J.4 DISTRIBUTION AND LIGHTING SYSTEMS' DRAWINGS/MAPS.

Section J.5 SYSTEMS INVENTORY

J.2 SERVICE RESTORATION PRIORITY LISTING

The following are the priorities for restoring power to Fort Leonard Wood facilities following a major outage:

Hospital and Medical Facilities

Critical Disaster Control and Emergency Operations Facilities

Central Fire Stations

Critical Communication Facilities

Critical Military Police Facilities

Critical Utility Plants

Cold Storage/Refrigeration Units for Perishable Items

Troop Facilities (Dining and Living)

Family, Bachelor, and Transient Housing

Training Facilities

Computer Facilities

Administrative Facilities

Community Facilities

Supply and Storage Facilities

Recreational Facilities

J.3 DISTRIBUTION AND LIGHTING SYSTEMS' DRAWINGS/MAPS.

System maps will be available for viewing at DPW, Building # 2201. The system maps are the most current available, with the most recent dated 1985. The maps provide a reasonable representation of the electrical systems as they existed at the time the maps were produced, but inaccuracies do exist. The maps do not include construction or system additions, removals, improvements, and alterations that have since occurred. It is the Offeror's responsibility to determine the differences between the maps and the existing systems, how these differences affect the proposal, and the impact to contract execution. The existing systems, and not these maps, shall be the basis of the Offeror's proposals.

J.4 SYSTEMS INVENTORY

The systems inventory provided was compiled from take-offs of the system maps (see J.3) with limited revisions. The inventory does vary from what is actually existing and it is the Offeror's responsibility to determine these differences, how they affect the proposal, and the impact to contract execution. The existing systems, and not the inventory and listings provided herein, shall be the basis of the Offerors' proposals.

The summary of the systems inventory as compiled from the system maps is as follows:

Fort Leonard Wood Electrical Distribution System Inventory

Substations

| Substation One | Unit | Quantity |
|-------------------------------|------|----------|
| 12.47 kV Structures & Buswork | Each | 2 |
| 12.47 kV Circuit Breakers | Each | 14 |
| Substation Two | Unit | Quantity |
| 12.47 kV Structures & Buswork | Each | 3 |
| 12.47 kV Circuit Breakers | Each | 10 |
| Substation Three | Unit | Quantity |
| 12.47 kV Structures & Buswork | Each | 3 |
| 12.47 kV Circuit Breakers | Each | 8 |
| Substation Five | Unit | Quantity |
| 12.47 kV Structures & Buswork | Each | 2 |
| 12.47 kV Circuit Breakers | Each | 4 |

Conductor Sizes & Lengths

| Overhead Distribution Lines | Unit | Quantity |
|---------------------------------|-------------|----------|
| 12.47 kV / 3 Ph / Large | Linear Feet | 23,126 |
| 12.47 kV / 3 Ph / Small | Linear Feet | 335,597 |
| 7.2 kV / 1 Ph | Linear Feet | 134,059 |
| Secondary | Linear Feet | 256,925 |
| Subtotal - Overhead Lines | Linear Feet | 749,707 |
| 3 Ph Circuit Reclosers | Each | 6 |
| Underground Distribution Lines | Unit | Quantity |
| 12.47 kV / 3 Ph / Large | Linear Feet | 898 |
| 12.47 kV / 3 Ph / Small | Linear Feet | 22,546 |
| 7.2 kV / 1 Ph | Linear Feet | 581 |
| Subtotal - Underground Lines | Linear Feet | 24,025 |
| Primary Sectionalizing Switches | Each | 10 |
| Street Lights | Unit | Quantity |

| | | |
|----------------|-------------|---------|
| Fixtures | Each | 3,506 |
| Poles | Each | 3,235 |
| Conductor - OH | Linear Feet | 319,968 |
| Conductor - UG | Linear Feet | 119,909 |

| Services | Unit | Quantity |
|---------------------|------|----------|
| 3 Phase | Each | 550 |
| 1 Phase | Each | 1,150 |
| Subtotal - Services | Each | 1,700 |

Transformers

| Pole Type Transformers | Unit | Quantity |
|-------------------------------|------|----------|
| 15 kVA & Smaller | Each | 153 |
| 25 kVA | Each | 179 |
| 37.5 kVA | Each | 242 |
| 50 kVA | Each | 374 |
| 75 kVA | Each | 144 |
| 100 kVA | Each | 18 |
| 167 kVA | Each | 1 |
| Subtotal - Pole Type | Each | 1,111 |
| Pad-Mounted Type Transformers | Unit | Quantity |
| 1P - 50 kVA & Smaller | Each | 4 |
| 1P - 75 kVA | Each | 15 |
| 1P - 100 kVA | Each | 2 |
| 1P - 167 kVA | Each | 9 |
| 3P - 75 kVA & Smaller | Each | 1 |
| 3P - 112.5 kVA | Each | 1 |
| 3P - 150 kVA | Each | 24 |
| 3P - 225 kVA | Each | 48 |
| 3P - 300 kVA | Each | 11 |
| 3P - 500 kVA | Each | 16 |
| 3P - 750 kVA | Each | 5 |
| 3P - 1000 kVA | Each | 5 |
| 3P - 1500 kVA | Each | 4 |
| Subtotal - Pad-Mounted Type | Each | 145 |

The following is an abbreviated listing of major construction projects that may or may not be included in the above inventory. There are numerous minor construction projects that are not listed herein. Many of the items listed were taken from plans, drawings, and records, and were not substantiated in the field, so there are some variations between what actually exists and what is listed. It is the Offeror's responsibility to field verify the information provided. This listing is not inclusive of all the construction and system additions, removals, improvements, and alterations that were not included in the inventory compiled from the system maps.

| Facility Number or Project Name | Pad-Mounted Transformers | Underground Distribution Lines | Pad-Mounted Sectionalizing Switches | Overhead Distribution Lines | Aerial Sectionalizing Switches |
|---------------------------------|--------------------------|--------------------------------|-------------------------------------|-----------------------------|--------------------------------|
| Bldg. No. 467 | 150 kVA | 185' | | | |

| | | | | | |
|------------------------|----------------------------|--------|---|--------|---|
| Bldg. No. 470 | 2 ea 1500 kVA | 1,025' | 1 | 2,100' | 1 |
| Bldg. No. 484 | 250 kVA (1P) | | | | |
| Bldg. No. 485 | 1000 kVA | 230' | | | |
| Bldg. No. 560 | 150 kVA | 75' | | 485' | |
| Bldg. No. 615 | 500 kVA | 600' | | | |
| Bldg. No. 684 | 225 kVA | | | | |
| Bldg. No. 708 | 2000 kVA | | | | |
| Bldg. No. 768 | 300 kVA | | | | |
| Bldg. No. 805 | 500 kVA | | | | |
| Bldg. No. 885 | 500 kVA | | | | |
| Bldg. No. 890 | 750 kVA | 160' | | | |
| Bldg. No. 950 | 500 kVA | 1,060' | | | |
| Bldg. No. 971 | 500 kVA | 70' | | | |
| Bldg. No. 978 | 750 kVA | 100' | | | |
| Bldg. No. 980 | 225 kVA | | | | |
| Bldg. No. 981 | 750 kVA | 180' | | | |
| Bldg. No. 986 | 300 kVA | | | | |
| Bldg. No. 1000 | 1500 kVA | 400' | | | |
| Bldg. No. 1026 | 300 kVA | | | | |
| Bldg. No. 1300 | 1000 kVA | 650' | | | |
| Bldg. No. 1350 | 500 kVA | | | | |
| Bldg. No. 1607 | 500 kVA | | | | |
| Bldg. No. 2030 | 500 kVA | 320' | | | |
| Bldg. No. 2100 | 2000 kVA | 525' | | | |
| Bldg. No. 2107 | 500 kVA | | | | |
| Bldg. No. 2108 | 750 kVA | | | | |
| Bldg. No. 2109 | 750 kVA | | 1 | | |
| Bldg. No. 3200 | 1500 kVA | | 1 | | |
| Bldg. No. 3201 | 4 ea 1500 kVA | 610' | 2 | | |
| Bldg. No. 3202 | 2 ea 750 kVA | 550' | 1 | | |
| Bldg. No. 3203 | 2 ea 2000 kVA | 2,000' | 1 | | |
| Bldgs. No. 3211 & 3212 | 300 kVA | | 1 | | |
| Bldgs. No. 3213 & 3214 | 300 kVA | | 1 | | |
| Bldg. No. 3215 | 500 kVA | 1400' | | | |
| Bldg. No. 3220 | 225 kVA | | | | |
| Bldg. No. 3223 | 1 ea 300 & 1 ea 500 kVA | | | | |
| Bldg. No. 3230 | 750 kVA | | | | |
| Bldg. No. 3231 | 225 kVA | | | | |
| Bldg. No. 3232 | 225 kVA | | | | |
| Bldg. No. 3233 | 300 kVA | | | | |
| Bldg. No. 3234 | 225 kVA | | | | |
| Bldg. No. 3240 | 750 kVA | | | | |
| Bldg. No. 3241 | 225 kVA | | | | |
| Bldg. No. 3242 | 225 kVA | | | | |
| Bldg. No. 3243 | 225 kVA | | | | |
| Bldg. No. 3244 | 225 kVA | | | | |
| Bldg. No. 3250 | 750 kVA | | | | |
| Bldg. No. 3251 | 225 kVA | | | | |
| Bldg. No. 3252 | 225 kVA | | | | |
| Bldg. No. 3253 | 225 kVA | | | | |
| Bldg. No. 3254 | 225 kVA | | | | |

| | | | | |
|-----------------------|---------------|--------|---|----------|
| UEPH Complex | | 4,600' | 3 | |
| Bldg. No. 5265 | 2 ea 1500 kVA | 950' | 3 | |
| Bldg. No. 5400 | 500 kVA | 120' | | |
| Bldg. No. 9625 | 300 kVA | 250' | | |
| Bldg. No. 12700 | 300 kVA | 250' | | |
| Soccer Fields | 2 ea 150 kVA | | | |
| Sports Complexes | 2 ea 500 kVA | | | |
| Relocatable Barracks | 5 ea 750 kVA | 650' | | 8,800' 2 |
| Relocatable | 1 ea 225 & 2 | 130' | | |
| Administrative Bldgs. | ea 75 kVA | | | |
| Bldg. No. 1230 | 500 kVA | | | |
| Propane Air Injection | 500 kVA | | | |
| Plant | | | | |

J.5 IN PROGRESS CONSTRUCTION PROJECTS

The following projects will have had construction started but not completed, or will have been designed and either awarded or in the solicitation phase of contracting, at the time of any award that may result from this solicitation. If the final design for the project has not been completed, the percentage completed, as determined by the designer, is provided for the plans that were used for compiling the data. Items of construction provided may differ from those listed due to final design and/or project modifications.

Major Construction Army.

Basic Combat Training Barracks Complex (95% Design Submittal)

Estimated construction completion date: June 2003

Major electrical distribution system items provided:

Eight 15kV pad-mounted sectionalizing switches

Two 2000 kVA pad-mounted transformers

Six 750 kVA pad-mounted transformers

One 500 kVA pad-mounted transformer

5,900 linear feet of 15kV duct-bank with 750 kcmil conductors

1,300 linear feet of 15kV duct-bank with #2 AWG conductors

Tactical Vehicle Simulator Facility (Design Charrette - Concept 10% Submittal)

Estimated construction completion date: May 2003

Major electrical distribution system items provided:

Two 1000 kVA pad-mounted transformers

Upgrade 1.5 miles of 1-phase overhead primary distribution line to 3 phase (4/0 AWG ACSR)

Upgrade 1.5 miles of 3-phase small conductor overhead primary distribution line to 1/0 AWG (CU)

Construct 1.25 miles of 3-phase overhead primary distribution line (1/0 AWG CU)

One 600 amp, gang-operated, aerial switch

Other Projects.

New Main Post Exchange Facility (35% Design Submittal)

Estimated construction completion date: Sep 2003

Major electrical distribution system items provided:

One 1500 kVA pad-mounted transformer

One 225 kVA pad-mounted transformer

J.6 ELECTRIC UTILITY SYSTEMS REPAIR STOCK INVENTORY

The electric utility systems repair stock inventory is based on inventories of items and parts currently in stock for the operation, maintenance, and repair of the systems. This is the operational stock for the current Electric Utility O&M Contractor, so actual quantities vary from day to day, and it may not be inclusive of all items. (See C.19)

| <u>DESCRIPTION</u> | <u>UNIT</u> | <u>QUANTITY</u> |
|---|-------------|-------------------------|
| Airbreak Switch, Gang-Operated, 14.4 kV | each | 1 |
| Anchor Rod 5/8" x 7' | each | 18 |
| Bracket, Combination Arrestor/Cutout, Pole Mounting | each | 5 |
| Cable, 15 kV, Copper, Shielded, #2 AWG | feet | 1200 |
| Clamp, Hot-line, Copper Alloy | each | 35 |
| Cluster Mounting Bracket, Transformer | each | 1 |
| Connector, #6 AWG CU, Nicopress | each | 80 |
| Connector, #4 AWG CU, Nicopress | each | 432 |
| Connector, #2 AWG CU, Nicopress | each | 150 |
| Connector, 1/0 AWG CU, Nicopress | each | 116 |
| Connector, 4/0 AWG CU, Nicopress | each | 28 |
| Crossarms, 8' | each | 74 |
| Crossarms, 10' | each | 8 |
| Dead-End Shoes, CU | each | 59 |
| Dead-End Connector, Automatic, 1/0 AWG CU | each | 14 |
| Dead-End Connector, Automatic, 4/0 AWG CU | each | 13 |
| Dead-End Connector, 4/0 AWG ACSR | each | 10 |
| Fuses, S&C, SM/4 Refill, 25 E | each | 8 |
| Fuses, S&C, SMU/20 | each | 12 |
| Fuse Cutouts, 100 Amp | each | 20 |
| Fuselinks, 3 amp through 200 amp, Type K, T, TK | each | 640 |
| Ground Rod, 3/4" x 8' | each | 39 |
| Guy Strand Dead-End, Automatic | each | 32 |
| Insulators, Suspension, Epoxylator | each | 22 |
| Insulators, Pin Type | each | 50 |
| Lightning Arrestor, Distribution, 9 kV | each | 8 |
| Lightning Arrestor, Distribution, Riser, 9 kV | each | 4 |
| Lightning Arrestor, Intermediate, 9/10 kV | each | 6 |
| Load-Break Elbows, 15 kV, 200 Amp | each | 4 |
| Pole & Line Hardware and Miscellaneous Repair Parts | lot | \$2800 (Estimated Cost) |
| Pole, Southern Pine, 30', Class 4 | each | 3 |
| Pole, Southern Pine, 35', Class 4 | each | 28 |
| Pole, Southern Pine, 40', Class 3 | each | 19 |
| Pole, Southern Pine, 45', Class 3 | each | 19 |
| Termination Kits, 15 kV Cable | each | 7 |
| Transformers, Pad Mounted, 30 kVA, 3Ø | each | 1 |
| Transformers, Pad Mounted, 75 kVA, 3Ø | each | 1 |
| Transformers, Pad Mounted, 150 kVA, 3Ø | each | 2 |
| Transformers, Pad Mounted, 225 kVA, 3Ø | each | 2 |
| Transformers, Pad Mounted, 300 kVA, 3Ø | each | 1 |
| Transformers, Pad Mounted, 500 kVA, 3Ø | each | 3 |
| Transformers, Pad Mounted, 750 kVA, 3Ø | each | 1 |
| Transformers, Pad Mounted, 1500 kVA, 3Ø | each | 2 |
| Transformers, Pole Mounted, 10 kVA, CSP | each | 3 |
| Transformers, Pole Mounted, 10 kVA, Conventional | each | 5 |
| Transformers, Pole Mounted, 15 kVA, Conventional | each | 9 |
| Transformers, Pole Mounted, 25 kVA, Conventional | each | 3 |
| Transformers, Pole Mounted, 37.5 kVA, Conventional | each | 4 |

| | | |
|--|------|-----|
| Transformers, Pole Mounted, 50 kVA, Conventional | each | 6 |
| Transformers, Pole Mounted, 75 kVA, Conventional | each | 3 |
| Transformers, Pole Mounted, 100 kVA, Conventional | each | 2 |
| Wire, Bare Copper, Solid, #6 AWG, Soft Drawn | feet | 945 |
| Wire, Bare Copper, Solid, #4 AWG, Soft Drawn | feet | 800 |
| Wire, Bare Copper, Solid, #6 AWG, Medium-Hard Drawn | feet | 950 |
| Wire, Bare Copper, Solid, #4 AWG, Medium-Hard Drawn | feet | 185 |
| Wire, Bare Copper, Stranded, #1/0 AWG, Medium-Hard Drawn | feet | 825 |
| Wire, Bare Copper, Stranded, #4/0 AWG, Medium-Hard Drawn | feet | 160 |

J.7 FLW FORM 364, EXCAVATION PERMIT PROVIDED UPON REQUEST BY DIRECTORATE OF
ENGINEERING AND HOUSING, FORT LEONARD WOOD, MISSOURI

J.8 WAGE DETERMINATION NO: 94-2311 REV (20) AREA: MO,SOUTHERN MISSOURI

WAGE DETERMINATION NO: **94-2311** REV (20) AREA: MO,SOUTHERN **MISSOURI** REGISTER OF
WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

***FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL ***

| WASHINGTON D.C. 20210

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| Wage Determination No.: 1994-2311

William W.Gross Division of | Revision No.: 20

Director Wage Determinations| Date Of Last Revision: 05/29/2002

State: **Missouri**

Area: **Missouri** Counties of Barry, Barton, Benton, Bollinger, Butler, Camden, Cape Girardeau, Carter, Cedar, Christian, Dade, Dallas, Dent, Douglas, Dunklin, Greene, Hickory, Howell, Iron, Jasper, Laclede, Lawrence, Madison, Maries, McDonald, Miller, Mississippi, Moniteau, Morgan, New Madrid, Newton, Oregon, Ozark, Pemiscot, Perry, Phelps, Polk, **Pulaski**, Reynolds, Ripley, Scott, Shannon, St Clair, Stoddard, Stone, Taney, Texas, Vernon, Wayne, Webster, Wright

Fringe Benefits Required Follow the Occupational Listing

| OCCUPATION TITLE | MINIMUM WAGE RATE |
|---|-------------------|
| Administrative Support and Clerical Occupations | |
| Accounting Clerk I | 7.30 |
| Accounting Clerk II | 9.58 |
| Accounting Clerk III | 10.98 |
| Accounting Clerk IV | 13.86 |
| Court Reporter | 10.84 |
| Dispatcher, Motor Vehicle | 10.84 |
| Document Preparation Clerk | 9.55 |
| Duplicating Machine Operator | 9.55 |
| Film/Tape Librarian | 9.13 |
| General Clerk I | 7.57 |
| General Clerk II | 8.59 |
| General Clerk III | 11.16 |

| | |
|---------------------------------------|-------|
| General Clerk IV | 13.87 |
| Housing Referral Assistant | 13.76 |
| Key Entry Operator I | 8.23 |
| Key Entry Operator II | 9.66 |
| Messenger (Courier) | 6.86 |
| Order Clerk I | 8.76 |
| Order Clerk II | 11.61 |
| Personnel Assistant (Employment) I | 10.52 |
| Personnel Assistant (Employment) II | 10.71 |
| Personnel Assistant (Employment) III | 12.19 |
| Personnel Assistant (Employment) IV | 13.74 |
| Production Control Clerk | 12.90 |
| Rental Clerk | 8.66 |
| Scheduler, Maintenance | 10.73 |
| Secretary I | 10.73 |
| Secretary II | 12.21 |
| Secretary III | 13.76 |
| Secretary IV | 15.25 |
| Secretary V | 18.30 |
| Service Order Dispatcher | 9.53 |
| Stenographer I | 9.33 |
| Stenographer II | 10.66 |
| Supply Technician | 15.25 |
| Survey Worker (Interviewer) | 10.17 |
| Switchboard Operator-Receptionist | 8.59 |
| Test Examiner | 12.21 |
| Test Proctor | 12.21 |
| Travel Clerk I | 9.42 |
| Travel Clerk II | 10.19 |
| Travel Clerk III | 10.93 |
| Word Processor I | 8.94 |
| Word Processor II | 10.60 |
| Word Processor III | 11.88 |
| Automatic Data Processing Occupations | |
| Computer Data Librarian | 9.56 |
| Computer Operator I | 11.04 |

| | |
|--|-------|
| Computer Operator II | 12.94 |
| Computer Operator III | 15.40 |
| Computer Operator IV | 16.48 |
| Computer Operator V | 18.29 |
| Computer Programmer I (1) | 15.36 |
| Computer Programmer II (1) | 18.04 |
| Computer Programmer III (1) | 21.45 |
| Computer Programmer IV (1) | 26.70 |
| Computer Systems Analyst I (1) | 20.92 |
| Computer Systems Analyst II (1) | 24.62 |
| Computer Systems Analyst III (1) | 27.62 |
| Peripheral Equipment Operator | 11.04 |
| Automotive Service Occupations | |
| Automotive Body Repairer, Fiberglass | 13.84 |
| Automotive Glass Installer | 12.60 |
| Automotive Worker | 12.60 |
| Electrician, Automotive | 13.49 |
| Mobile Equipment Servicer | 11.34 |
| Motor Equipment Metal Mechanic | 13.84 |
| Motor Equipment Metal Worker | 12.60 |
| Motor Vehicle Mechanic | 13.84 |
| Motor Vehicle Mechanic Helper | 10.65 |
| Motor Vehicle Upholstery Worker | 12.28 |
| Motor Vehicle Wrecker | 12.60 |
| Painter, Automotive | 13.29 |
| Radiator Repair Specialist | 12.60 |
| Tire Repairer | 10.96 |
| Transmission Repair Specialist | 13.84 |
| Food Preparation and Service Occupations | |
| Baker | 9.86 |
| Cook I | 8.37 |
| Cook II | 8.96 |
| Dishwasher | 6.71 |
| Food Service Worker | 7.28 |
| Meat Cutter | 11.24 |
| Waiter/Waitress | 6.72 |

Furniture Maintenance and Repair Occupations

| | |
|-----------------------------|-------|
| Electrostatic Spray Painter | 13.29 |
| Furniture Handler | 10.52 |
| Furniture Refinisher | 14.62 |
| Furniture Refinisher Helper | 12.95 |
| Furniture Repairer, Minor | 13.09 |
| Upholsterer | 13.29 |

General Services and Support Occupations

| | |
|------------------------------|-------|
| Cleaner, Vehicles | 7.82 |
| Elevator Operator | 7.82 |
| Gardener | 9.81 |
| House Keeping Aid I | 7.11 |
| House Keeping Aid II | 7.72 |
| Janitor | 7.82 |
| Laborer, Grounds Maintenance | 8.37 |
| Maid or Houseman | 6.74 |
| Pest Controller | 11.25 |
| Refuse Collector | 7.10 |
| Tractor Operator | 9.11 |
| Window Cleaner | 8.49 |

Health Occupations

| | | |
|---|-------|-------|
| Dental Assistant | 10.93 | |
| Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver | | 10.93 |
| Licensed Practical Nurse I | 9.59 | |
| Licensed Practical Nurse II | 10.76 | |
| Licensed Practical Nurse III | 12.04 | |
| Medical Assistant | 9.77 | |
| Medical Laboratory Technician | 9.77 | |
| Medical Record Clerk | 9.27 | |
| Medical Record Technician | 13.54 | |
| Nursing Assistant I | 8.17 | |
| Nursing Assistant II | 9.18 | |
| Nursing Assistant III | 10.02 | |
| Nursing Assistant IV | 11.24 | |
| Pharmacy Technician | 12.19 | |
| Phlebotomist | 10.76 | |

| | | |
|---|-------|-------|
| Registered Nurse I | 14.51 | |
| Registered Nurse II | 17.76 | |
| Registered Nurse II, Specialist | 17.76 | |
| Registered Nurse III | 21.49 | |
| Registered Nurse III, Anesthetist | 21.49 | |
| Registered Nurse IV | 25.74 | |
| Information and Arts Occupations | | |
| Audiovisual Librarian | 15.58 | |
| Exhibits Specialist I | 18.13 | |
| Exhibits Specialist II | 22.20 | |
| Exhibits Specialist III | 24.62 | |
| Illustrator I | 18.13 | |
| Illustrator II | 22.20 | |
| Illustrator III | 24.62 | |
| Librarian | 17.31 | |
| Library Technician | 10.38 | |
| Photographer I | 10.99 | |
| Photographer II | 14.33 | |
| Photographer III | 17.55 | |
| Photographer IV | 21.41 | |
| Photographer V | 25.98 | |
| Laundry, Dry Cleaning, Pressing and Related Occupations | | |
| Assembler | 7.04 | |
| Counter Attendant | 7.04 | |
| Dry Cleaner | 9.08 | |
| Finisher, Flatwork, Machine | 7.04 | |
| Presser, Hand | 7.04 | |
| Presser, Machine, Drycleaning | 7.04 | |
| Presser, Machine, Shirts | 7.04 | |
| Presser, Machine, Wearing Apparel, Laundry | | 7.04 |
| Sewing Machine Operator | 9.75 | |
| Tailor | 10.42 | |
| Washer, Machine | 7.74 | |
| Machine Tool Operation and Repair Occupations | | |
| Machine-Tool Operator (Toolroom) | | 14.62 |
| Tool and Die Maker | 18.61 | |

Material Handling and Packing Occupations

| | | |
|--|-------|-------|
| Forklift Operator | 10.59 | |
| Fuel Distribution System Operator | | 12.47 |
| Material Coordinator | 13.93 | |
| Material Expediter | 12.90 | |
| Material Handling Laborer | 10.51 | |
| Order Filler | 10.87 | |
| Production Line Worker (Food Processing) | | 11.69 |
| Shipping Packer | 11.27 | |
| Shipping/Receiving Clerk | 10.52 | |
| Stock Clerk (Shelf Stocker; Store Worker II) | | 11.14 |
| Store Worker I | 8.56 | |
| Tools and Parts Attendant | 11.69 | |
| Warehouse Specialist | 11.69 | |

Mechanics and Maintenance and Repair Occupations

| | | |
|--|-------|-------|
| Aircraft Mechanic | 15.22 | |
| Aircraft Mechanic Helper | 11.72 | |
| Aircraft Quality Control Inspector | 17.82 | |
| Aircraft Servicer | 13.09 | |
| Aircraft Worker | 13.86 | |
| Appliance Mechanic | 14.62 | |
| Bicycle Repairer | 10.96 | |
| Cable Splicer | 15.22 | |
| Carpenter, Maintenance | 13.29 | |
| Carpet Layer | 13.86 | |
| Electrician, Maintenance | 15.70 | |
| Electronics Technician, Maintenance I | | 13.12 |
| Electronics Technician, Maintenance II | | 17.00 |
| Electronics Technician, Maintenance III | | 17.85 |
| Fabric Worker | 11.90 | |
| Fire Alarm System Mechanic | 15.22 | |
| Fire Extinguisher Repairer | 12.95 | |
| Fuel Distribution System Mechanic | 15.22 | |
| General Maintenance Worker | 12.60 | |
| Heating, Refrigeration and Air Conditioning Mechanic | | 13.84 |
| Heavy Equipment Mechanic | 14.01 | |

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|----------------------------------|-------|
| Heavy Equipment Operator | 15.22 |
| Instrument Mechanic | 15.22 |
| Laborer | 9.37 |
| Locksmith | 13.29 |
| Machinery Maintenance Mechanic | 15.22 |
| Machinist, Maintenance | 14.39 |
| Maintenance Trades Helper | 10.65 |
| Millwright | 15.22 |
| Office Appliance Repairer | 14.62 |
| Painter, Aircraft | 15.28 |
| Painter, Maintenance | 13.84 |
| Pipefitter, Maintenance | 15.22 |
| Plumber, Maintenance | 15.92 |
| Pneudraulic Systems Mechanic | 15.22 |
| Rigger | 15.22 |
| Scale Mechanic | 13.86 |
| Sheet-Metal Worker, Maintenance | 15.15 |
| Small Engine Mechanic | 12.60 |
| Telecommunication Mechanic I | 15.22 |
| Telecommunication Mechanic II | 15.83 |
| Telephone Lineman | 15.22 |
| Welder, Combination, Maintenance | 13.84 |
| Well Driller | 15.22 |
| Woodcraft Worker | 15.22 |
| Woodworker | 12.28 |
| Miscellaneous Occupations | |
| Animal Caretaker | 7.14 |
| Carnival Equipment Operator | 8.31 |
| Carnival Equipment Repairer | 8.83 |
| Carnival Worker | 7.08 |
| Cashier | 7.17 |
| Desk Clerk | 8.41 |
| Embalmer | 17.39 |
| Lifeguard | 9.42 |
| Mortician | 16.66 |
| Park Attendant (Aide) | 11.84 |

| | |
|--|-------|
| Photofinishing Worker (Photo Lab Tech., Darkroom Tech) | 7.71 |
| Recreation Specialist | 11.65 |
| Recycling Worker | 8.03 |
| Sales Clerk | 8.24 |
| School Crossing Guard (Crosswalk Attendant) | 6.84 |
| Sport Official | 8.24 |
| Survey Party Chief (Chief of Party) | 16.25 |
| Surveying Aide | 9.40 |
| Surveying Technician (Instr. Person/Surveyor Asst./Instr.) | 15.56 |
| Swimming Pool Operator | 11.57 |
| Vending Machine Attendant | 6.96 |
| Vending Machine Repairer | 8.91 |
| Vending Machine Repairer Helper | 7.38 |
| Personal Needs Occupations | |
| Child Care Attendant | 8.50 |
| Child Care Center Clerk | 12.05 |
| Chore Aid | 7.18 |
| Homemaker | 13.88 |
| Plant and System Operation Occupations | |
| Boiler Tender | 15.85 |
| Sewage Plant Operator | 14.62 |
| Stationary Engineer | 15.85 |
| Ventilation Equipment Tender | 11.72 |
| Water Treatment Plant Operator | 14.62 |
| Protective Service Occupations | |
| Alarm Monitor | 9.46 |
| Corrections Officer | 14.42 |
| Court Security Officer | 15.21 |
| Detention Officer | 14.42 |
| Firefighter | 14.43 |
| Guard I | 6.86 |
| Guard II | 11.97 |
| Police Officer | 17.54 |
| Stevedoring/Longshoremen Occupations | |
| Blocker and Bracer | 13.88 |
| Hatch Tender | 13.88 |

| | | |
|--|-------|--|
| Line Handler | 13.88 | |
| Stevedore I | 12.06 | |
| Stevedore II | 13.23 | |
| Technical Occupations | | |
| Air Traffic Control Specialist, Center (2) | 28.21 | |
| Air Traffic Control Specialist, Station (2) | 19.46 | |
| Air Traffic Control Specialist, Terminal (2) | 21.43 | |
| Archeological Technician I | 14.57 | |
| Archeological Technician II | 16.30 | |
| Archeological Technician III | 20.18 | |
| Cartographic Technician | 20.18 | |
| Civil Engineering Technician | 17.55 | |
| Computer Based Training (CBT) Specialist/ Instructor | 20.92 | |
| Drafter I | 11.97 | |
| Drafter II | 13.90 | |
| Drafter III | 18.13 | |
| Drafter IV | 22.20 | |
| Engineering Technician I | 11.97 | |
| Engineering Technician II | 13.90 | |
| Engineering Technician III | 18.13 | |
| Engineering Technician IV | 22.20 | |
| Engineering Technician V | 27.43 | |
| Engineering Technician VI | 32.87 | |
| Environmental Technician | 21.00 | |
| Flight Simulator/Instructor (Pilot) | 23.51 | |
| Graphic Artist | 17.34 | |
| Instructor | 17.47 | |
| Laboratory Technician | 14.00 | |
| Mathematical Technician | 22.20 | |
| Paralegal/Legal Assistant I | 12.06 | |
| Paralegal/Legal Assistant II | 14.06 | |
| Paralegal/Legal Assistant III | 17.70 | |
| Paralegal/Legal Assistant IV | 21.44 | |
| Photooptics Technician | 17.55 | |
| Technical Writer | 21.81 | |
| Unexploded (UXO) Safety Escort | 17.93 | |

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|---|-------|--|
| Unexploded (UXO) Sweep Personnel | 17.93 | |
| Unexploded Ordnance (UXO) Technician I | 17.93 | |
| Unexploded Ordnance (UXO) Technician II | 21.70 | |
| Unexploded Ordnance (UXO) Technician III | 26.01 | |
| Weather Observer, Combined Upper Air and Surface Programs (3) | 15.40 | |
| Weather Observer, Senior (3) | 17.09 | |
| Weather Observer, Upper Air (3) | 15.40 | |
| Transportation/ Mobile Equipment Operation Occupations | | |
| Bus Driver | 12.71 | |
| Parking and Lot Attendant | 8.87 | |
| Shuttle Bus Driver | 13.05 | |
| Taxi Driver | 9.23 | |
| Truckdriver, Heavy Truck | 14.34 | |
| Truckdriver, Light Truck | 13.31 | |
| Truckdriver, Medium Truck | 13.98 | |
| Truckdriver, Tractor-Trailer | 14.34 | |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the

rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility

of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444

(SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

J-9 JOINT USE LICENSE AGREEMENT

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") made and entered into upon award of the Utilities Privatization Contract, by and between Laclede Electric Cooperative, a Missouri corporation, with its principal place of business in Lebanon, Missouri, (hereinafter called "Licensor"), and the United States, as represented by the Contracting Officer, Fort Leonard Wood Military Installation, Missouri (hereinafter called "Licensee").

WITNESSETH:

WHEREAS, Licensor owns, operates and maintains pole lines located on Fort Leonard Wood, Missouri, under a certain Utilities Privatization Contract; and

WHEREAS, Licensee desires to retain or place certain cables, attachments, and apparatus on certain poles of Licensor, covered under the Utilities Privatization Contract, where such attachments do not interfere with the furnishing of electrical service to Fort Leonard Wood, and where, in Licensor's judgement, safety will not be adversely affected, thereby; and

WHEREAS, Licensor is willing to permit Licensee, to the extent it may lawfully do so, to place said lines, attachments, and apparatus on said poles, covered under the Utilities Privatization Contract, in the area shown on Exhibit "A" attached hereto.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto, for themselves, their successors and assigns, do hereby covenant and agree as follows:

1. DEFINITIONS

(a) For the purpose of this Agreement, the phrase "joint use pole" shall mean a pole conforming to the latest specifications of the American Standards Association and containing at least one contact.

(b) A "pole contact" is defined as any single attachment by Licensee, to the poles of Licensor.

(c) For the purpose of this contract, the term, "Utilities Privatization Contract," applies to a certain contract entered into between the United States Government and the Licensor, providing for the Licensor to own, operate, and maintain the electric distribution system at Fort Leonard Wood, up to defined points of demarcation between the Licensor owned system and the Government owned secondary system.

(d) Licensee's "use" shall be for official Government purposes, including, but not limited to, distribution, control, utilization equipment, distribution panelboards, and mosquito population

sampling equipment, and may include cables for transmission of video, voice, data, etc., and various other Government communication systems.

(e) The term, "Improved Right-of-Way," shall refer to rights-of-ways under overhead power lines and above underground power lines historically mowed and maintained by the Government.

2. SPECIFICATIONS

(a) The joint use poles covered by this Agreement shall be placed and maintained in accordance with the most stringent requirements, specifications, rules, and regulation of the applicable edition of the National Electrical Safety Code (NESC), the Occupational Safety and Health Act (OSHA), any governing authority having jurisdiction, and the rules and practices of Licensor as set forth in Exhibit "B".

(b) It is understood and agreed between the parties that the rules and practices set out in Exhibit "B" may be changed by Licensor, or new rules and practices may be adopted by Licensor, without resort to the provisions of Section 15, relating to supplementing or amending this Agreement, and Licensee agrees to be bound by any such change or adoption provided that any such terms do not conflict with the Government's rights pursuant to the terms of the Utilities Privatization Contract.

(c) In the event that Licensor should change or adopt a rule or practice, or rules and practices, for the joint use of poles by Licensee, Licensor shall give Licensee written notice of such change or adoption in the manner contemplated by Section 18, and Licensee agrees to make such changes or alterations in its installations or maintenance of its facilities, as may be required, in order to fully comply with the provisions of such notice subject to Licensee's rights pursuant to the Utilities Privatization Contract. Licensee agrees to make all required changes or alterations within thirty (30) days after receipt of notice to do so unless the proposed action interferes with the Licensee's rights pursuant to the Utility Privatization Contract. Any disagreement regarding a change in the terms of Exhibit B shall be treated as a Dispute subject to the Contract Disputes Clause.

(d) No tag, brand, or other device showing Licensee's name or insignia should be placed on, or attached to, any pole of Licensor, except such tag or insignia which shows Licensee to be the Licensee of such pole and not the owner thereof, and then only after obtaining the written consent of Licensor.

(e) The strength of poles covered by this Agreement shall be sufficient to withstand the transverse and vertical loads imposed upon them under the storm loading of the National Electrical Safety Code, assumed for the area in which they are located.

(f) Any unbalanced loading of Licensor's poles caused by the placement of Licensee's circuits and/or other attachments, shall be properly guyed and anchored by Licensee, at no cost to Licensor.

3. ESTABLISHING JOINT USE OF POLES

(a) Before the Licensee shall make use of any of the Licensors poles under this Agreement, it shall request permission in writing on the application form attached and identified as Exhibit "C", and shall comply with the procedures set forth in this section.

(b) If, in the judgement of the Licensors, joint use under the circumstances is undesirable or infeasible for technical reasons, the Licensors shall have the right to reject the application. In any event, within fifteen (15) business days after the receipt of such application, the Licensors shall notify the Licensee in writing whether the application is approved or rejected, and if rejected, outlining alternative approaches to accommodating the Licensee's request. If the Licensors does not respond within fifteen (15) business days, the failure to respond within fifteen (15) business days does not constitute an approval of the application.

(c) After receipt of notice from the Licensors, regarding the approved application, the Licensee shall furnish the Licensors detailed construction plans and drawings for each pole line, together with necessary maps, indicating specifically the poles of the Licensors to be used jointly, the number and character of the attachments to be placed on such poles, any rearrangement of the Licensors fixtures and equipment necessary for joint use, any relocations or replacements of existing poles, and any additional poles which may be required. The Licensors shall, on the basis of such detailed construction plans and drawings, submit to the Licensee, within fifteen (15) business days, a cost estimate (based on Licensors method of computing costs), for all changes, which may be required in each such pole line, including an estimated completion date for such changes. Such cost estimate shall only include costs associated with accommodating Licensee's Joint-Use request, which are not otherwise covered under the Utilities Privatization Contract. Upon written notice (Exhibit C) by the Licensee to the Licensors of the cost estimate being approved, the Licensors shall proceed with the necessary changes in the pole line covered by the referenced cost estimate. The Licensors shall make every effort to complete this work at a mutually agreed upon completion date. Nothing shall preclude the parties from making any mutually agreeable arrangement for contracting for or otherwise accomplishing the necessary changes. Upon completion of all changes, the Licensee shall have the right to use the poles jointly and to make attachments in accordance with the terms of the application and of, this Agreement. The Licensee shall, at its own cost, make attachments in such manner as not to interfere with the service of the Licensors, and shall place guys and anchors to sustain any unbalanced loads caused by its attachments.

(d) Upon completion of all changes in each pole line to be used jointly, the Licensee shall pay to the Licensors the actual and reasonable costs of making such changes, which Licensee has agreed to pay, pursuant to its request, such costs to include materials (less salvage), labor, engineering, supervision, overheads, tree trimming, etc. (Engineering costs include design, proper conductor spacing and bonding, and calculations to determine proper ground clearances and pole and down guy strength requirements for horizontal and transverse loading.) An itemized statement of the actual costs of all such changes shall be submitted by the Licensors to the Licensee, in a form mutually agreed upon. Any payments agreed to by the parties to be treated as a matter subject to paragraph C.29 of the Utilities Privatization Contract.

(e) Any reclearing of existing right-of-way, and any tree trimming necessary for the establishment of joint use, shall be performed by the parties as may be mutually agreed. The Licensee shall pay for the cost of any reclearing that Licensor and Licensee mutually find to be good utility practice and mutually agree to do, which is specifically required at the time to accommodate Licensees Joint-Use request, and which have not otherwise been covered in the Utilities Privatization Contract. Periodic reclearing costs, particularly for tree trimming, are included in the Utilities Privatization Contract, and except for mowing on Improved Rights-of-Ways, Licensee shall have no obligation for such reclearing costs, except to the extent such reclearing exceeds Licensor's assumptions and commitments under the Utilities Privatization Contract.

(f) All poles jointly used under this Agreement shall remain the property of the Licensor, and any payments made by the Licensee for changes in pole lines shall not entitle the Licensee to ownership of any of said poles. Any payments made pursuant to this agreement will be negotiated and processed as matters subject to paragraph C.29 of the Utilities Privatization Contract.

(g) The Licensor reserves the right to exclude any of its facilities from joint use for good and valid reasons, such exclusion not to be unreasonably withheld, in which case Licensor will cooperate with Licensee to determine an alternative means of accommodating Licensee's request. Should the parties be unable to negotiate a satisfactory settlement of such matter it shall be treated as a dispute subject to the Disputes Clause of the Utility Privatization contract.

(h) Licensee shall provide a written statement, in the form of Exhibit "C2," attached hereto, signed by the appropriate authority for the Licensee, that its facilities, including protection devices, as installed, are fully in compliance with the applicable rules of the NESC, other codes and requirements, and good engineering design. The authority for Government communication system attachments is the Directorate of Information Management (DOIM), and the authority for all other attachments is the Directorate of Public Works. Such inspection shall be made within thirty (30) days after installation has been completed. Failure to comply will constitute a breach of this Agreement as outlined in Section 10 a, b, and c of the License Agreement.

4. EASEMENTS AND RIGHT-OF-WAY FOR LICENSEE'S ATTACHMENTS

The Licensor acknowledges that its poles and lines occupy an easement granted by the U.S. Government, and that Licensor has the inherent right to utilize the right-of-way occupied by Licensor in a manner not inconsistent with the Easement Agreement between the Licensor and the Government. However, if the Licensee shall, at any time, be prevented from placing or maintaining its attachments on the Licensor's poles, for whatever reason, such matter will be treated as a dispute subject to the Disputes Clause of the Utility Privatization Contract.

5. MAINTENANCE OF POLES, ATTACHMENTS AND RIGHT-OF-WAY

(a) The Licensor shall, at its own cost, maintain the jointly used poles in a safe and serviceable condition and in accordance with the specifications mentioned in Section 2, and shall replace, reinforce or repair such poles as become defective.

(b) Whenever right-of-way considerations, public regulations, or Government requirements, make relocation of a pole necessary, such relocation shall be made by the Licensors, in accordance with the provisions of the Utilities Privatization Contract, except that the Licensee shall bear the cost of transferring its own attachments.

(c) Whenever it is necessary to replace or relocate a jointly used pole, the Licensors shall, before making such replacement or relocation, give seven (7) calendar days written notice (except in case of emergency, when oral notice will be given and subsequently confirmed in writing) to the Licensee, specifying in such notice the time of such proposed replacement or relocation. Routine replacements and relocations that require the Licensee to transfer its attachments shall be performed Monday through Friday, except on Federal Holidays, between 0730 to 1630 hours. Licensee shall, at the reasonable time so specified, transfer its attachments to the new or relocated joint pole, or Licensee shall place its facilities underground if the pole line is to be abandoned and removed by Licensors. Licensors and the Government shall jointly determine whether to abandon and remove the existing line. Should the Licensee fail to transfer its attachments to the new or relocated joint pole at the time specified for such transfer of attachments, the matter shall be processed pursuant to paragraph C.29 of the Utility Privatization Contract. Should the Contracting Officer fail to act on the matter in a timely fashion the Lensors after notice to the Contracting Officer may elect to do such work, and the costs associated with such work shall be processed as a request for equitable adjustment pursuant to the Changes Clause of the Utility Privatization Contract. In the event the Licensee fails to transfer its attachments and the Lensors does such work, the Lensors shall not be liable for any loss or damage to Licensee's facilities except for damage caused by the negligent acts of the Lensors's agents or employees. Any dispute regarding this provision shall be treated as a contract dispute subject to the Disputes Clause of the Utility Privatization Contract.

(d) Except as otherwise provided in subparagraph (c) of this Section, each party shall, at all times, maintain all of its attachments in accordance with the specifications mentioned in Section 2 and shall keep them in safe condition and thorough repair. All necessary right-of-way maintenance, including tree trimming or cutting, shall be performed by the Lensors under the provisions of the Utilities Privatization Contract with the Government, except where the improved right-of-way has historically been mowed by the Government.

(e) Any existing joint use construction of the parties which does not conform to the specifications mentioned in Section 2 shall be brought into conformity as soon as practicable. When such existing construction shall have been brought into conformity with said specifications, it shall at all times thereafter be maintained as provided in subparagraphs (a) and (d) of this Section. Should the Licensee fail to comply, the Lensors after reasonable notice to the Contracting Officer may elect to do such work and submit a request for equitable adjustment to the Licensee for the reasonable costs thereof.

(f) Licensee expressly assumes responsibility for determining the condition of all poles to be climbed by its employees, contractors, or employees of contractors. Lensors disclaims any warranty or representation regarding the condition and safety of the poles of the Lensors. Lensors agrees that, upon written notification, it will replace any pole that has become

unserviceable, in accordance with the provisions of the Utilities Privatization Contract, when Licensor has determined that the pole in question is unserviceable for its intended original purpose.

6. RECOVERY, REARRANGING OR RELOCATION OF FACILITIES

(a) In the event it is necessary for Licensor to use the space on poles occupied, or contracted for, by the Licensee, in the performance of the Utilities Privatization Contract, the Licensee shall, upon receipt of a thirty (30) day written notice, either vacate the space by the removal of its attachments or instruct Licensor to replace the poles at the cost of Licensee (except to the extent the cost of such replacement is covered under the Utilities Privatization Contract) and Licensee shall pay for said replacements pursuant to the procedures specified in paragraph C.29 of the Utility Privatization Contract.

(b) In any case, where facilities of Licensor are required to be rearranged on the poles of the Licensor, to accommodate the attachments of Licensee, Licensee shall pay to Licensor the total costs incurred by Licensor in rearranging such facilities. The Licensee shall also reimburse the Licensor the reasonable costs, which Licensor was required to reimburse other users of the poles of Licensor for their costs of rearrangement to provide space or clearance for the facilities of Licensee. Any such payments shall be treated as requests for equitable adjustment pursuant to the Contract Changes Clause unless the parties otherwise agree to process such matters as payments pursuant to paragraph C.29 of the Utility Privatization Contract.

(c) Whenever it is necessary to replace or change the location of a joint use pole, for reasons other than those set out in 6(a) and (b), and over which Licensee has no control, Licensor shall, before making such change, give due written notice to the Licensee, specifying in such notice the time of such proposed change, and the Licensee shall promptly begin to transfer or remove its attachments. In case of any such pole replacement or relocation where Licensor has transferred or removed its attachments and Licensee has not transferred or removed its attachments within sixty (60) days after receipt of such written notice, Licensee shall become liable for such old pole, if it still exists, as provided in Section 8 (a).

(d) In the event of any changes contemplated under 6 (a), (b), or (c), Licensee shall pay the entire cost of any removal, transfer or installation of its own attachments.

7. LIABILITY FOR DAMAGES

Licensee agrees that in the event that Licensor suffers any damages which are non-contractual in nature which may arise out of or be caused by the erection, maintenance, presence, use, rearrangement or removal of the attachments of Licensee's equipment to Licensor's poles or by the proximity of the Licensee's cables, wires, apparatus and appliances to those of Licensor or by any act of Licensee, its agents and employees on or in the vicinity of Licensor's poles that Licensor may file a claim for damages under the Federal Tort Claims Act, 28 U.S.C 2671 et. Seq.. Such claims must be filed under the administrative procedures governing such tort claims at 28 C.F.R. Part 14. If Licensor is not satisfied with the processing of the claim or the proposed resolution of the claim in the administrative process, Licensor acknowledges its understanding

that it may pursue its legal remedies under the Federal Tort Claims Act in federal court after six months have elapsed from the filing of a proper administrative claim filed under the Federal Tort Claims Act and Department of Justice regulations. It is further agreed by both parties that any damages of a non-tortious nature directly related to acts by either party falling within the scope of and or related to the contract shall be addressed pursuant to the Disputes Clause of the Utility Privatization Contract. Licensee further agrees that it shall require its contractors who perform work on joint use poles owned by Licensor to carry liability insurance in amounts not less than \$1 million in the event of bodily injury or death to any one or more persons in one accident and, not less than \$500,000 for property damage. The provisions of this paragraph shall also apply to claims and demands for damages to property and for injury or death to persons which may arise out of or be caused by excessive electrical voltages and currents being conducted over Licensee's equipment, including drop wires, whether resulting from lightning, electric power line current or otherwise.

8. ABANDONMENT OR REMOVAL OF JOINT USE POLES

(a) If Licensor desires at any time to abandon or remove any joint use pole, it shall give Licensee notice in writing to that effect at least sixty (60) days prior to the date on which it intends to abandon or remove such pole or poles. If, at the expiration of said period, Licensor shall have no attachments on such pole but Licensee shall not have removed all of its attachments, such pole may become the property of Licensee at the sole option of Licensee, and Licensee shall hold harmless the Licensor from every obligation, liability, or cost, and from all damages, expenses or charges incurred thereafter, arising out of, or because of, the presence of or the condition of such pole or any attachments; and Licensor shall provide Licensee with a properly authorized bill of sale for such pole. Subject to the provisions of the Utilities Privatization Contract, Licensor has the sole authority to determine that a pole or poles are to be removed and not replaced, by giving Licensee sixty (60) days written prior notice. Within this sixty (60) days, Licensee has the option of placing its facilities underground, transferring its facilities to the nearest facilities owned by the Licensor in accordance with the work rules contained in Exhibit "B" attached hereto, or to accept ownership of the pole or poles.

(b) Licensee may at any time abandon the use of a joint use pole by giving Licensor due notice by submitting a Notification of Removal in the form of Exhibit "D" attached hereto in writing of such abandonment, as provided in Section 18, and removing from such pole all attachments that Licensee may have, and in case of such abandonment of the use of any such pole.

9. RENTALS, CHARGES and RATES

(a) In as much as the Government will be paying to the Licensor the entire cost of owning, operating, and maintaining the electric distribution system covered under the Utilities Privatization Contract, no privilege or license fees or charges shall be assessed by Licensor to Licensee for the use of Licensor's poles and lines covered under the Utilities Privatization Contract.

(b) All other amounts payable under this Agreement, if any, such as for erection, rearrangement, relocation, or abandonment, etc., shall be due and payable as Contract debts pursuant to the terms and conditions of the Utility Privatization Contract.

10. DEFAULTS

(a) If Licensee shall fail to comply with any of the provisions of this Agreement or default in any of its obligations under this Agreement, and shall fail within thirty (30) days, or a mutually agreed upon amount of time, after written notice from Licensor to correct such noncompliance or default, Licensor may, at its option, and without further notice, declare this Agreement to be "breached," or may terminate the permit covering the pole or poles with respect to which such default or noncompliance shall have occurred. In case of such asserted breach or permit termination, Licensee's facilities may be physically removed by the Licensor at Licensor's sole option and the reasonable costs of such removal sought per the filing of a request for equitable adjustment. Any disputes arising under this section shall be resolved pursuant to the Disputes Clause of the Utilities Privatization Contract.

(b) If Licensee shall default in the performance of any work which it is obligated to do under this Agreement, the Licensor after reasonable notice to the Contracting Officer may elect to do such work, and submit its costs as a request for equitable adjustment pursuant to the Contract Changes Clause.

(c) If the Licensee or Licensor shall default in any of its obligations under this Agreement and it becomes necessary for one party to take action against the other to enforce such obligations, such action shall be handled through the dispute resolution procedures, as provided in the Utilities Privatization Contract.

11. UNAUTHORIZED ATTACHMENT

(a) If any of Licensee's facilities, for which no permit has been issued, shall be found attached to Licensor's poles, Licensor may, without prejudice to its other rights or remedies under this Agreement, including termination, require Licensee to submit, within thirty (30) days after the date of written or oral notification from Licensor of the unauthorized attachment, a pole attachment license application. If such application is not received by Licensor within the specified time period, Licensee shall immediately remove its unauthorized attachment, or Licensor may remove such Licensee facilities without liability, and the cost of such removal shall be borne by Licensee; provided, however, that before removal of Licensee's attachment by Licensor, Licensor shall first attempt to resolve the matter through the use of the dispute resolution procedures, as provided in the Utilities Privatization Contract..

(b) No act or failure to act by Licensor, with regard to said unauthorized attachment, shall be deemed as ratification or the licensing of the unauthorized attachment. If any license should be subsequently issued, said license shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Agreement; provided, however, that Licensee shall be subject to all liabilities, obligations and, responsibilities of this Agreement, from its inception, in regard to said unauthorized attachment.

12. RIGHTS OF OTHER PARTIES

Nothing herein shall be construed to limit the right of Licensor, by contract or otherwise, to confer upon others, not parties to this Agreement, rights or privileges to use the joint use poles covered by this Agreement; provided, that no costs associated with such joint use shall be assessed to Licensee, or require removal of any existing joint use attachment of the Licensee, except by mutual agreement with Licensee. The Licensor shall also reimburse the Licensee all actual and reasonable costs for the rearrangement of their attachments, if required, to provide space or clearance for the facilities of the other parties, or at the discretion of the Licensee, the Licensor, at their own expense, shall complete all required changes.

13. TERM OF AGREEMENT

This Agreement upon approval by both parties shall be incorporated into the Utility Privatization Contract as a Section J attachment and run contemporaneously with the Utilities Privatization Contract. Upon termination of the Contract including this Agreement, unless other arrangements have been made with Licensor, Licensee shall remove its attachments from the poles of Licensor within one hundred eighty (180) days after the effective date of such termination. Should the Licensee fail to comply, the Licensor may elect to do such work and submit its bill to the Licensee as a request for equitable adjustment pursuant to the Contract Changes Clause.

14. WAIVER OF TERMS OR CONDITIONS

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but such conditions and terms shall be and remain at all times in full force and effect.

15. SUPPLEMENTAL AGREEMENTS

(a) This Agreement may be amended or supplemented at any time upon written agreement by the parties hereto. Should either an amendment or supplement become necessary, the party desiring such amendment or supplement shall give thirty (30) days written notice to the other party setting out in detail the changes or additions desired. All such agreements shall be executed as Contract modifications.

(b) In the event that Licensee desires to add or reduce the number of pole contacts, Section 15 (a) shall not apply, but in each case a sketch, map, or other mutually acceptable notice shall be submitted to Licensor, setting out in detail the pole numbers and exact locations of the poles, and the quantity of poles involved in the addition or subtraction, in accordance with the work rules contained in Exhibit "B".

16. PAYMENT OF TAXES

Each party shall pay all taxes and assessments lawfully levied on its own property, if any, upon said jointly used poles, and the taxes and the assessments which are levied on said joint use poles shall be paid by the Licensor thereof, but any tax, fee or charge, if any, levied on Licensor's poles solely because of their use by the Licensee shall be grounds for a request for equitable adjustment as provided for paid by Licensee.

17. INTEREST AND PAYMENTS

All amounts to be paid pursuant to this agreement shall be treated as Contract payments or requests for equitable adjustment and shall be due and payable pursuant to the terms specified for payments generally in the Utility Privatization Contract. Any interest owed for late payments shall likewise be calculated and paid pursuant to the terms and at the rates otherwise applicable to debts and/or claims subject to the Federal Acquisition Regulation.

18. NOTICES

Any notice, request, consent, demand, or statement which is contemplated to be made upon either party by the other party under any of the provisions of this Agreement, shall be in writing and shall be treated as duly delivered when it is either (a) personally delivered to the office of Licensor specified in the Utility Privatization Agreement in the case of a notice to be given to Licensor, or personally delivered to the Contracting Officer in the case of a notice to be given to Licensee, or (b) sent certified United States mail return receipt requested and properly addressed to the party to be served.

19. SUPPLYING INFORMATION

(a) Upon a determination that it will be necessary to make additional attachments to any of Licensor's joint use poles, Licensee shall furnish to Licensor detailed sketches or maps showing the precise locations by streets or roads of the joint use poles involved in the proposed project. The sketches shall clearly indicate all facilities to be installed upon the joint use poles and the pole numbers upon which these facilities are to be attached. Such sketches or maps shall be reviewed by, and approved, commented upon, or rejected by Licensor, and Licensee agrees to make any and all such reasonable changes in said sketches or maps as are suggested by Licensor. Licensee shall not begin the installation of any new facilities covered by this Agreement, until engineering approval by Licensor is granted and all other requirements of the work rules, as shown in Exhibit "B," have been met.

(b) Within thirty (30) days after the completion of the installation of any new attachments, as set forth on the above mentioned sketch or map, Licensee shall furnish to Licensor a revised copy of said sketch or map showing the precise location of each pole contact, and other attachment of Licensee, which is actually installed on poles of the Licensor. Such revised sketch or map shall be verified by the Licensor.

(c) Upon request of Licensor or Licensee, but not sooner than four (4) years after the execution of this Agreement, and every four (4) years thereafter, or as may be mutually agreed upon, the parties shall make a joint field check to verify the accuracy of contact records. If, as a

result of any such joint field check, it is found that the Licensee is occupying any poles of the Licensor without having advised the Licensor as provided in Section 3, the Licensee shall submit to Licensor such permit request as required in Section 11, hereof.

20. CONSTRUCTION OF AGREEMENT

This Agreement upon incorporation into the Utility Privatization Contract shall be subject to the same laws and regulations as the basic Contractual Agreement.

21. PRIOR AGREEMENTS SUPERSEDED

This Agreement supersedes and replaces any and all previous Agreements entered into by and between Licensor and Licensee with respect to the subject matter of this Agreement.

22. ASSIGNMENT OF AGREEMENT

Neither party shall assign or otherwise transfer this Agreement or any of its rights and interests thereunder, to any firm, corporation or individual, without the prior written consent of the other party.

In witness whereof, the parties have caused this Agreement to be duly executed.

INC.

LACLEDE ELECTRIC COOPERATIVE,

By:

ATTEST:

Title: General Manager

DEPARTMENT OF THE ARMY – FORT
LEONARD WOOD

ATTEST:

By:

Title: CONTRACTING OFFICER

EXHIBIT "A"

LOCATION OF LICENSEE'S DISTRIBUTION
SYSTEM/JOINT-USE ATTACHMENT AREA

Attached here as Exhibit "A" is a map or sketch entitled, "Location of Licensee's Distribution System/Joint-Use Area," consisting of one or more sheets, and showing, outlined in red, the area, as required on Page 1 of this Agreement, where Licensee has attachments on Licensor's poles. The initial survey, inventory, and maps of Licensee attachments existing at the time of execution of this agreement will be developed and provided by the Licensor pursuant to the Utilities Privatization Contract.

EXHIBIT "B"

RULES AND PRACTICES FOR JOINT-USE ATTACHMENTS

1. **All facilities attached to Licensor's poles shall be installed in a manner to ensure compliance with the requirements of the "National Electrical Safety Code" in effect at the time of installation. IT IS UNDERSTOOD BY LICENSEE THAT THE ELECTRIC CIRCUITS OF LICENSOR ARE TO CONTINUE IN NORMAL OPERATION DURING THIS WORK AND THAT LICENSEE IS TO PROVIDE AND USE ALL PROTECTIVE EQUIPMENT NECESSARY FOR THE PROTECTION OF LICENSEE'S EMPLOYEES AND TO GUARD AGAINST INTERFERING WITH THE NORMAL OPERATION OF THE ELECTRICAL CIRCUITS. Licensee agrees to install and maintain the necessary guards and protective devices at locations where work is being performed to prevent accidents to the public or damage to the property and personnel of Licensor or the general public.**
2. All proposed joint use main line poles must be permitted prior to attachments being placed on Licensor's poles.
3. The location of all attachments on Licensor's poles, shall be approved in writing by the Licensor. (See Exhibit "C").
4. Licensor requires maps to be furnished by Licensee, showing all poles and all attachment poles, including any lift poles, on which Licensee plans to make attachments.
5. If the Licensee has no maps, then Licensee shall obtain, from Licensor, 2 sets of Licensor's detail maps, and draw the proposed attachment route or location on such detail map, for submittal to Licensor for the express purpose of determining attachment points and "make ready costs."
6. The Licensee shall provide full specifications of the attachments to be installed, including, as applicable:
 - a) Size and type of messenger including weight/ft. and design tension.
 - b) Size and type of any communications cable including weight/ft. and diameter.
 - c) Drawings showing type of bolted attachments.
 - d) Drawing showing installation specifications, rating and type of guy and anchor assemblies proposed to be used by Licensee.
 - e) Drawing showing the specifications of any attachment other than a communications cable.

7. Adjustments to Licensor's existing pole line to accommodate the additional attachment shall be done based on the construction staking sheets. Such adjustments shall include all changes to the primary wire or to the primary poles, secondary (lift) poles, stub poles, guys, anchors, and/or any replacements or other construction necessary to make Licensor's system ready to accept the additional attachment(s). Other related requirements, are as follows:
 - a) A total estimated cost of the "make ready" adjustments shall be determined by Licensor prior to the actual construction, with arrangements made by Licensee for such costs, to the extent such costs are not otherwise included in the Utilities Privatization Contract.
 - b) It shall be the responsibility of the Licensee to attach at proper height, to achieve proper clearance, and construct its facilities in accordance with the *current edition* of the *National Electrical Safety Code (NESC)*. If the Licensee finds that it cannot make an attachment on a pole and be in compliance with the *NESC*, then it shall immediately notify Licensor in writing and by telephone, in which case such pole will be re-surveyed by Licensor and appropriate measures taken to accommodate Licensee's attachment.
8. Under no circumstances shall Licensee begin making any new attachments to Licensor's poles until all "make ready" changes have been made and arrangements have been made as to the costs associated with such "make ready" work, and a Joint-Use permit has been issued to Licensee by Licensor. Only the poles permitted under the above conditions may receive a Joint-Use attachment.
9. The Licensor shall issue a permit (Exhibit C) to Licensee to allow attachment to its poles once arrangements have been made for all "make ready" costs and such "make ready" changes have been accomplished.
10. All new attachments added after the date of execution of this agreement, shall be located on the same side of each pole as any existing cable type attachments or as otherwise designated by the Licensor.
11. On jointly used poles where the Licensor has secondary conductors, all cable type attachments shall be located on the same side of the pole as the secondary conductors, or as otherwise designated by the Licensor.
12. Joint-Use attachments shall be installed and maintained so as to provide at least the current NESC requirements, at the time of installation, for climbing space directly over and corresponding to the climbing space provided for and through any cable service connections or drops. Specifically, the climbing space and working space provisions of the NESC shall be strictly observed and enforced.

13. Licensee shall cause all cabinets, enclosures, and messengers, if any, to be grounded by bonding to the existing pole ground with #6 solid, bare, soft drawn copper wire, in addition to any other NESC requirements at the time of installation.
14. No power supply shall be installed on any of the Licensor's poles on which are already installed, underground primary electric services, capacitor banks, sectionalizing equipment, or voltage regulators.
15. No electrical service connection to a power supply shall be made or installed by Licensee until after the Licensor shall have completed inspection of an approved fused service disconnect switch or circuit breaker.
16. No bolt used by the Licensee to attach its facilities shall extend or project more than one (1) inch beyond its nut.
17. All attachments or facilities of the Licensee shall have at least two (2) inches clearance from unbonded hardware.
18. All Licensee's cables, if any, shall meet current NESC requirements at the time of installation for clearance under the effectively grounded parts of transformers, transformer platforms, capacitor banks and sectionalizing equipment.
19. The Licensee may, with the prior written approval of Licensor, install crossarms, alley arms, or cable extension arms for the support of any of its facilities, but shall not use any crossarm or alley arm brace above the arm which it supports.
20. The Licensee shall install and maintain any and all of its facilities in a neat and workmanlike manner, consistent with the maintenance of the overall appearance of the jointly used pole, all subject to approval of Licensor, provided that Licensee shall be solely responsible for compliance with the specifications referred to in Section 5 of the License Agreement.
21. All down guys, head guys or messenger dead ends, installed by Licensee, shall be attached to jointly used poles by the use of "through" bolts. Such bolts placed in a "bucking" position shall have at least four (4) inches vertical clearance. Under no circumstances shall the Licensee install down guys, head guys or messenger dead ends by means of encircling jointly used poles with such attachments. All guys and anchors shall be installed prior to installation of any messenger wire or cables.
22. In the event that any of Licensee's proposed facilities are to be installed upon poles already jointly used by Licensor and other parties, without in any way modifying the clearance requirements set forth in these Rules and Practices, Licensee shall negotiate with such other parties, as to clearances between its facilities and the spans of Licensee, and such other parties must be in compliance with the current NESC requirements, at the time of installation.

23. In the event the Licensee desires to request a change in the number of pole contacts, it shall do so by submitting to Licensors the standard form suitable for that purpose.
24. Licensee shall provide a written statement, in the form of Exhibit "C2," attached hereto, signed by Licensee's Engineer, that its facilities, including protection devices, as installed, are fully in compliance with the applicable rules of the NESC, other codes and requirements, and good engineering design. Such inspection shall be made within thirty (30) days after installation has been completed. Failure to comply will constitute a breach of this Agreement as outlined in Section 10 a, b, and c of the License Agreement.
25. Licensors will require, from time to time as experience has shown necessary, a post-construction survey of the pole line to insure that all of Licensee's attachments continue to meet clearance and loading requirements, as required by the NESC. A certification statement, signed by Licensee's Engineer, stating that all of Licensee's facilities are in compliance with all applicable rules of the NESC, other codes and requirements, and good utility practice will be required after this survey has been completed.
26. In emergency situations, to correct clearance problems, Licensors reserves the right to do anything necessary, within the bounds of good utility practice, to maintain minimum clearances. Licensors will notify Licensee, both orally and in writing, of the situation within a reasonable time and will bill Licensee for its portion of the emergency repairs, to the extent Licensee is liable for any such costs.

EXHIBIT "C"

Application and Permit for Use of Poles

Application No. _____

Permit No.

Date _____, 20____

In accordance with the terms of the Agreement dated _____, 20____ application is hereby made for licensee to make attachments to _____ poles located at Fort Leonard Wood, in or near _____ in the County of _____ and the State of Missouri.

The poles, including proposed construction by Licensor, if necessary, for which permission is requested are listed by pole number on the attached Exhibit "C1" and further identified on the attached map. Detailed construction plans and location drawings will be furnished if requested by Licensor. Licensee intends to construct plant within 120 days after make-ready work is complete. The attached form, Exhibit "C2", will be completed by Licensee when the installation of the proposed plant is complete.

Licensee: _____

By: _____

Title: _____

Permission for construction granted _____, 20____, subject to (1) your approval of the following changes and rearrangements at an estimated cost to you of \$_____, (2) the necessary third-party rearrangements being completed satisfactorily, and (3) that Licensee construct according to standards.

Licensor: **Laclede Electric Cooperative, Inc.**

By: _____

Title: _____

EXHIBIT "C2"
CERTIFICATION

In reference to Permit No. _____, I hereby certify that, upon final inspection (which will be within 30 days after construction is complete), the attachments made under this permit fully comply with the National Electrical Safety Code (NESC), latest edition, and no poles or facilities of Licenser will be in violation of the *NESC* as the result of said attachment.

Licensee's Signature

DATE

EXHIBIT "D"
NOTIFICATION OF REMOVAL

In accordance with the terms of Agreement dated _____, 20____, notice is hereby given to Licensor of the removal of attachments from _____ poles located at Fort Leonard Wood, in or near _____ in the County of _____ and the State of _____ Missouri.

The poles from which attachments have been removed are listed below: Exhibit D1 and further identified on the attached map.

| COOPERATIVE POLE NUMBER | LICENSOR USE | COOPERATIVE POLE NUMBER | LICENSOR USE |
|----------------------------|--------------|----------------------------|--------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Licensee

By: _____ Title: _____

Notice Acknowledged, _____, 20____

Laclede Electric Cooperative, Inc.
(Licensor)

By: _____ Title: _____

SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.000-4117 CONTRACTOR'S CERTIFICATION

Bidders are cautioned to note the "Contractor's Certification," included in this solicitation, and to furnish the information required by paragraph b., Partnerships, and paragraph c., Corporations, as appropriate.

a. Contracts with Individuals. If the resultant contract is with an individual, it shall be signed by the individual in his own name. A contract with an individual doing business as a firm shall be signed by that individual and will ordinarily take the following form.

_____(Signed)
An individual doing business as

b. Contracts with Partnerships. If the resultant contract is with a partnership, it needs to be signed by only one partner provided the partner signing has the authority to legally bind the partnership. In addition, the following statement shall be completed:

_____ is a partnership composed of _____
(Firm Name)

(List all Partners)

(Indicate if any partner is limited in partnership authority)

c. Contracts with Corporations. If the resultant contract is with a corporation, it shall be executed in the corporation name, followed by the word "by" after which the person who has been authorized to execute the contract on behalf of the corporation shall sign his name, with the designation of his official capacity. In addition, the following certification shall be completed:

I, _____, certify that I am the _____

Of the corporation named as Contractor herein, that _____, who signed this contract on behalf of the Contractor was then _____, of said corporation, that said contract was duly signed for and on behalf of said corporation by authority of the government body and is within the scope of its corporate powers.

In witness thereof, I have hereunto affixed my signature this

_____ day of _____, 20_____.

AFFIX CORPORATE SEAL _____
(Signature, Printed Name, Title)

d. Contract with Joint Ventures. If the resultant contract is with a joint venture, each participant shall sign and in the manner indicated above for each type of participant. In addition, to assure a single point of contact for resolution of contractual matters and payments, the following certification shall be signed by each participant in the joint venture.

The parties hereto expressly understand and agree as follows:

1. _____
(Name) (Title) (Company)

is the principal representative of the joint venture. As such, all communications regarding the administration of the contract and the performance of the work thereunder may be directed to him. In the absence of:

(Name) (Title) (Company as above),

(Name) (Title) (Company as above),

is the alternate principal of the joint venture.

2. Directions, approvals, required notices, and all other communications from the Government to the joint venture, including transmittal of payments by the government, shall be directed to:

(Name) (Title) (Company)

principal representative of the joint venture.

e. Signature of Agents. If the resultant contract is signed by an agent, other than as stated above, the fact of the agency will be evidenced by a copy of the Power of Attorney.

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

_____ (insert full name of person(s)
in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is, () is not a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001)
ALTERNATE II (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 4911.

(2) The small business size standard is four (4) million megawatt hours.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

() Black American.

() Hispanic American.

() Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

() Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

() Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d),

9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (FEB 1984)

The offeror represents that

- (a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102 of the Federal Acquisition Regulation; or

[] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or,

in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.209-7003 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (MAR 1998)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 37 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

(a) Definitions. As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concerns, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

(1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

| | | |
|-----------|--|----------|
| 52.222-24 | Preaward On-Site Equal Opportunity Compliance Evaluation | FEB 1999 |
| 52.222-26 | Equal Opportunity | APR 2002 |
| 52.233-3 | Protest After Award | AUG 1996 |

CLAUSES INCORPORATED BY FULL TEXT

52.214-4203 INVITATION FOR BID OPENING/RECEIPT OF REQUEST FOR PROPOSALS

IFB/RFP opening for solicitation DABT31-00-R-1000 for Electric Distribution System Privatization will be held at the Directorate of Contracting, Building 606, Fort Leonard Wood, Missouri at 4:00 P.M. on 31 January 2001. If the solicitation is a Request for Proposal, there will not be a public bid opening.

52.233-4001 TRADOC FINAL PROTEST RULES

1. Definitions:

a. The terms Day, Interested Party and Protest as used herein carry the same meanings as set out in FAR 33.101.

b. Filed as used herein means complete receipt of the document at issue by the recipient before 4:00 p.m., local time. Documents received after 4:00 p.m. are considered filed as of the next day.

2. Agency Protest Forums. Interested parties are encouraged to consult with the contracting officer

before initiating protests. If the parties cannot resolve their dispute through negotiation, the interested party may file an agency protest. There are two agency protest forums available to interested parties—(1) a Contracting Officer protest and (2) a HQ, TRADOC protest. An interested party may file with one forum or the other—but not both. A HQ, TRADOC protest serves as an alternative to consideration by the contracting officer within the meaning of FAR 33.103(d)(4). The rules stated herein govern HQ, TRADOC protests only. Interested parties desiring to file a Contracting Officer protest should consult the contracting officer who issued the solicitation.

3. Who May File. Only interested parties are eligible to file HQ, TRADOC protests.
4. Where To File. A HQ, TRADOC protest shall be filed with the contracting office that issued the solicitation who, in turn, shall forward the protest to HQ, TRADOC, ATTN: The TRADOC Principal Assistant Responsible for Contracting (PARC) (see Rule 12).
5. When To File.

- a. Improprieties in the Solicitation.

(1) Invitation for Bids (IFB). A HQ, TRADOC protest alleging improprieties in an IFB solicitation must be filed prior to bid opening if the improprieties were apparent prior to that time.

(2) Request for Proposals (RFP). A HQ, TRADOC protest alleging improprieties in an RFP solicitation must be filed prior to the time set for receipt of initial proposals if the improprieties were apparent prior to that time. If an alleged impropriety did not exist in the initial solicitation but was later incorporated into the solicitation by an amendment, a protest based on that impropriety must be filed before the next closing time established for submitting proposals.

b. Other Improprieties. In all other cases, HQ, TRADOC protests must be filed not later than 10 days after the protester knew or should have known the basis of the protest (whichever is earlier), with the exception of protests challenging an RFP procurement under which a debriefing is requested and, when requested, is required (i.e., a statutorily required debriefing). In such case, with respect to any protest basis which was known or should have been known before the statutorily required debriefing, the protester must not file its initial protest before the debriefing date offered to the protester, but must file its protest not later than 10 days after the date on which the debriefing was held.

c. Exception to Timeliness Rules. HQ, TRADOC, for good cause shown, or where it determines that a protest raises issues significant to its acquisition process, may consider the merits of any protest which is not timely filed.

d. Subsequent General Accounting Office (GAO) Protest. Special timeliness rules govern GAO protests filed after receipt of an adverse decision on a HQ, TRADOC protest. A protest to GAO must be filed not later than 10 days after the protester learned of an initial adverse HQ, TRADOC decision.

6. Protest Issues Not For Consideration. The following protests may be summarily dismissed:
 - a. Protests which are untimely (but see rule 5c).

- b. Protests based in contract administration (see 4 CFR * 21.5(a)).
- c. Protests based upon Small Business Administration issues (see 4 CFR * 21.5(b)).
- d. Protests based upon the contracting officer's affirmative determination of responsibility (see 4 CFR * 21.5(c)).
- e. Protests based upon violation of the Procurement Integrity Act where the protester failed to timely report the alleged violation as set forth at 4 CFR * 21.5(d).
- f. Protests which lack a detailed statement of the legal and factual grounds of protest (see rule 7) or which fail to clearly state legally sufficient grounds of protest (see 4 CFR * 21.5(f)).
- g. Protests by subcontractors.

7. Protest Contents. A HQ, TRADOC protest shall:

- a. Be signed by the protester or an authorized representative.
- b. Contain a statement which specifically identifies the protest as a HQ, TRADOC protest.
An Agency protest which is not specifically designated a HQ, TRADOC protest shall be deemed a Contracting Officer protest (see Rule 2).

- b. Include the following information:
 - (1) Name, address, and fax and telephone numbers of the protester.
 - (2) Solicitation or contract number.
 - (3) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester.
 - (4) Copies of relevant documents.
 - (5) Request for a decision by HQ, TRADOC.
 - (6) Statement as to the form of relief requested.
 - (7) Information establishing that the protester is an interested party for the purpose of filing a protest.

(8) Information establishing the timeliness of the protest.

8. Decision Authority. The TRADOC Principal Assistant Responsible for Contracting (PARC) will decide HQ, TRADOC protests. The PARC will be assisted by the TRADOC Office of the Staff Judge Advocate (OSJA).

9. Remedies.

a. The PARC may take any action that could have been recommended by the Comptroller General had the protest been filed with the GAO. Specifically, the PARC may direct that the Government implement any combination of the following remedies:

- (1) Refrain from exercising options under the contract.
 - (2) Terminate the contract.
 - (3) Recompete the contract.
 - (4) Issue a new solicitation.
 - (5) Award a contract consistent with statute and regulation.
 - (6) Take such other action as the PARC deems necessary to promote compliance with statute and regulation.
- b. The PARC may also direct that the local installation reimburse the protester (out of funds available for the procurement) for bid and proposal costs (incurred after issuance of the solicitation) as well as the cost, exclusive of profit, of filing and pursuing the protest, including reasonable attorney and consultant fees.

(1) Determination of Reimbursement Costs.

(i) Protester Submission of Certified Request For Reimbursement. If the PARC awards the protester reimbursement for costs, the protester will file with the contracting officer a certified request for reimbursement which details all claimed costs. The request must be filed within 15 days of receipt of the PARC's decision. Failure to timely file the request for reimbursement will release the Government from its obligation to reimburse the protester for its costs.

(ii) Review By Contracting Officer. The contracting officer shall have 30 days to review the request for reimbursement and reach agreement with the protester on the amount of cost to be paid.

- (iii) Disputes. The PARC, upon request for the protester, will resolve disputes regarding reimbursement.
 - (iv) Reimbursement Limitations. Consultant fees shall not exceed the rate of pay for a GS 15, Step 10. Attorney fees shall not exceed \$150.00 per hour.
 - (2) Subsequent Proposal, Billings & Claims. Any cost reimbursement the protester receives under this section shall not be the subject of subsequent proposals, billings, or claims against the Government.
10. Election of Forum. While a HQ, TRADOC protest is pending, the protester agrees not to file the same protest with any other forum. If the protester nonetheless files the same protest with another forum, the HQ, TRADOC protest shall be dismissed.
11. Effect of HQ, TRADOC Protest on Award and Performance.
- a. Protest Before Award. Upon receipt of a protest before award, contract award will be stayed, pending resolution of the protest, unless the TRADOC Special Competition Advocate (CA) decides, in writing, that override of the automatic stay is justified for urgent and compelling reasons or is in the best interest of the Government. If award is stayed pending resolution of the protest, the contracting officer will so inform those offerors who might become eligible for award. If appropriate, these offerors should be requested, before expiration of the time for acceptance of their offers, to extend the time for acceptance to avoid the need for resolicitation.
 - b. Protest After Award. Upon receipt of a protest within 10 days after contract award or within 5 days after a debriefing date offered to a protester under a timely debriefing request in accordance with FAR 15.5., whichever is later, the contracting officer shall immediately suspend performance, pending resolution of the protest, unless the CA decides, in writing, that override of the automatic suspension is justified for urgent and compelling reasons or is in the best interest of the Government.
 - c. Override Factors. The CA will consider the following factors in determining whether override is justified.
 - (1) The protest's likelihood of success on the merits.
 - (2) The degree of harm to the Government if override is denied.
 - (3) The degree of harm to the Government if override is approved and the protest is sustained.
 - d. Override Procedures. If the contracting officer decides that the circumstances of the procurement

justify an override, he/she shall, within three days after the contracting office is notified of the protest, file a memorandum with the CA which addresses the factors set out in rule 11c.

GAO Stay. The statutory stay timeliness provisions set out at 31 USC 3553 are not tolled during the HQ, TRADOC protest. In other words, pursuing a HQ, TRADOC protest does not extend the time for obtaining a stay at GAO.

12. Processing Of Protest. Within 14 days after the HQ, TRADOC protest is filed, the contracting officer, with the advice and assistance of local legal counsel, shall provide the PARC one copy of the protest administrative report (PAR). For good cause shown, the PARC may grant a time extension.

a. PAR Contents. The PAR shall contain, as appropriate:

- (1) The protest.
- (2) The offer submitted by the protester.
- (3) The offer being considered for award or being protested.
- (4) All relevant evaluation documents.
- (5) The solicitation, including the specifications or portions relevant to the protest.
- (6) The abstract of offers or relevant portions thereof.
- (7) Any other relevant documents.

(8) The contracting officer's signed statement of relevant facts and the local counsel's memorandum of law. The contracting officer's statement shall set forth findings, actions, and recommendations, and any additional evidence or information not provided in the protest file that may be necessary to determine the merits of the protest.

- b. Discovery. Neither party to the protest is entitled to discovery. The PARC at his discretion may, however, provide the PAR or portions thereof to the protester. In addition, the PARC may direct either party to provide additional documentation to the PARC and opposing party.
- c. Ex Parte Discussions. The PARC and the OSJA may engage in discussions with the parties individually.
- d. Supplementation of the Record. Either party may supplement the record until the 25th day after the protest was filed.
- e. Hearing. Neither party is entitled to a hearing. The case will be determined based upon the record and any discussions between the PARC and the parties.

- f. Decision. The PARC will render a decision within 35 days after the protest is filed. The decision shall be provided to the protester using a method that provides evidence of receipt.

SCHEDULED SITE VISIT.

The Government will hold a site visit at Building 606, 561 Iowa Avenue, Fort Leonard Wood, Missouri on Thursday, October 18, 2001 beginning at 9:00 A.M. There will be a tour of facilities and a short briefing. All interested firms may attend with a limit of three (3) attendees per firm. Please submit in writing the names of attendees to the Contracting Officer by October 4, 2001. All questions shall be submitted in writing to the Contracting Officer. Questions will not be answered during the course of the site visit. There will only be one (1) official briefing and accompanied site tour of the U.S. Army Maneuver Support Center and Fort Leonard Wood, Missouri. Pursuant to FAR 52.237-1, *Site Visit*, additional unaccompanied site visits will be allowed between November 5, 2001 and December 7, 2001, for Offerors who attended the October 18, 2001 scheduled official briefing and site tour. Offerors shall request additional site visits by contacting the Contracting Officer, in writing, a minimum of one week in advance. The request shall list all personnel to be on site, the areas of the installation to be visited, and the specific date and times for the visit. There shall be no unscheduled site visits.

L.1 TYPE OF CONTRACT.

The Government intends to award a fixed price Utility Services type contract resulting from this solicitation.

L.2 NUMBER OF AWARDS.

There will be a single award resulting from this solicitation. Final award is dependent upon an economic analysis to determine overall value to the Installation and comparison with the "Status Quo" Life Cycle Cost Analysis.

L.3 PREPARATION OF PROPOSALS - GENERAL.

L.3.1. The proposal shall describe and substantiate the Offeror's capability to assume ownership of the electric utility system and to provide the level of utility service required by Section C, *Description / Specifications / Work Statement*. Offerors shall prepare and package the proposal in three (3) separate volumes. Volume I shall be the Technical Proposal, and shall include the information for both the Technical Capability Factor and the New Construction Support Capability Factor. Volume II shall provide the required Past Performance documentation and Subcontracting Plan. Volume III shall be the Cost Proposal, and shall include the information for both the Price / Cost Factor and the Financial Capability Factor. Volume III shall also include the required contract documentation (L.3.5). Packages and/or envelopes containing the proposals shall be marked with the Solicitation Number.

L.3.2. Each volume of the proposal shall be completely separate from each other, in separate binders, with no intermixing of materials.

L.3.3. A checklist shall be provided for each section of the proposal. Key paragraphs and all pages are to be identified. Offerors are advised to respond in the sequence and nomenclature of this solicitation. Each volume shall be written on a stand-alone basis so that its contents may be evaluated without cross-referencing. Elaborate graphics, or other embellishments are unnecessary and are not desired.

L.3.4. Technical proposals are to be submitted in an original and four (4) machine reproduced copies and shall be limited in size to a maximum of 200 pages. Proposals shall be submitted on standard (8-1/2" x 11") paper, with foldouts no more than 17 inches long. Pages may be printed on both sides.

L.3.5. The cost proposal will be submitted in separate binders from the Technical Proposal and will consist of the Standard Form 33; the four Schedules from Section B (and proposed tariff information if applicable); the Section K Certifications; and the supporting information required per Paragraph L.5.

L.3.6. This section provides general guidance for preparing proposals and proposal revisions, as well as specific instructions on the format and content of the proposal. The Offeror's proposal must include all data and information requested by these instructions and must be submitted in accordance with these instructions. While it is acknowledged that the Offeror is the expert on the material being presented, it is imperative that Offerors provide specific responses to evaluation information requested in a common format to facilitate the evaluation process. It is not the desire of the Government to penalize an Offeror for noncompliance with formatting instructions; however, Offerors may receive lower overall technical evaluation scores if requested information is not presented in the sections of the proposal where it is expected by evaluation personnel. Technical evaluators will not be required to search other sections of the proposal for information requested for evaluation in a specific section. The Government will read/evaluate only the pages allowed by either the specified maximum page quantity or volume binder size.

L.3.7. Offerors are advised that data submitted to the Government in response to this solicitation may be released to a non-government advisor for review and analysis. This advisor may be required to provide advice within their area of expertise regarding proposal strengths, weaknesses, inadequacies, risks, and deficiencies. The non-government advisor will be subject to civil and criminal penalties associated with any release of information pursuant to FAR Part 3.104 procurement integrity violations. They will not determine ratings or rankings of Offerors' proposals.

If the Offeror has any objection to the non-government advisor's access to their proposal information, the Offeror shall provide grounds and justification for their objections. The non-government advisor is ***C.H. Guernsey and Company, Inc.***

Note: The company listed above may not assist or participate in preparation or submission of any proposal associated with this acquisition.

L.4 TECHNICAL PROPOSAL.

The technical proposal will be incorporated and made part of any subsequent contract.

The proposal shall be clear and concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims and proposed methodologies. The proposal shall not simply restate or rephrase the Government's requirements, but rather provide a convincing rationale explaining how the Offeror intends to meet the requirements. Offerors shall assume that the Government has no prior knowledge of their facilities and experience, and will base its evaluation on the information presented in the Offeror's proposal. The technical proposal shall represent the Offeror's comprehension of the requirements, and shall describe the methodology and substantiate their capability to provide the level of utility service required by this contract. The technical discussion and supporting data must be practical, straightforward, specific, concise, and complete in every detail. Proposals that merely offer to provide service in accordance with Section C, *Description / Specifications / Work Statement*, will be considered technically unacceptable and will not be considered further.

Volume I, the Technical Proposal, shall provide a narrative and supporting data that specifically addresses the technical requirements to assume ownership of the electric utility system and to provide the level of utility service required by Section C, *Description / Specifications / Work Statement*, throughout the term of the contract. The technical proposal shall fully describe and substantiate the Offeror's capability, and in addition to other relevant information and data provided by the Offeror, shall address:

L.4.1. *Technical Capability Factor*. The Offeror's resources, plans, and methodology to maintain and operate the electric utility systems in a safe, reliable condition so as to effectively provide the required level of electric utility services throughout the contract period. In addition to other information and data provided by the Offeror that is relevant to this factor, the proposal shall include and/or address:

- a. An Organizational Plan showing the Utility's structure and lines of authority for this contract.
- b. The resources available for support of this contract, to include facilities, equipment, and staffing.
- c. Other available resources, if any, in support of the project. All firms involved in the support of this project must have roles clearly defined and substantiated by submission of executed working agreements, contracts or other support evidence.
- d. Information on all union agreements that may affect this contract.

e. Description of any regulatory constraints or performance requirements. This should include a description of all regulatory influences and how they interface with the Offeror, specifically in formulation of service policies, complaint resolution, and operating policies.

f. Description of how this acquisition is anticipated to affect other customers of the utility.

g. Description of how utility service to other customers of the Utility will affect the services to the installation.

L.4.1.1. Initial System Capital Upgrades and Services Plans Subfactor. The Offeror's resources, plans, and methodology for system upgrades and repairs to the electric utility systems, as purchased, to bring up to regulatory and utility industry standards, and to provide specified initial services. In addition to other information and data provided by the Offeror that is relevant to this subfactor, the proposal shall include and/or address:

a. The Offeror's details and findings of the initial system surveys and evaluations.

b. The Offeror's Initial Capital Upgrades and Services Plan submitted IAW applicable requirements of Section C, *Description / Specifications / Work Statement*. The plan shall include, at a minimum, an individual listing, with a detailed description, of all proposed initial capital upgrades and initial renewals and replacements to the utility system. The plan shall describe in detail the purpose, scope, justification, and benefit of each upgrade and renewal. A schedule for implementing proposed capital upgrades and renewals and replacements shall be included.

c. The Offeror's proposal for providing the initial updated maps and systems drawings.

d. The Offeror's proposal for initial right-of-way maintenance.

The Initial Capital Upgrades and Services Plan will be incorporated into the contract at time of award.

L.4.1.2. Continuity of Service, Outage Restoration, and Contingency Plans Subfactor. The Offeror's resources, plans, and methodology for providing an appropriate, efficient and effective response to electric service interruptions, to include appropriate contingency plans. In addition to other information and data provided by the Offeror that is relevant to this subfactor, the proposal shall include and/or address:

a. The methodology and proposed response to outages, and the plan for the restoration of power for the Fort Leonard Wood systems, to include what priorities will be given to Fort Leonard Wood in regard to the other Utility's assets and service areas.

b. Outage restoration plan will provide details for normal working hours, outside of normal working hours, and include an emergency plan for major system damage.

c. The emergency plan for major system damage shall identify the use of any resources other than the Utility Contractor's, detailing any existing or planned agreements for support. The emergency plan will include what priorities will be given to Fort Leonard Wood in regard to the other Utility's assets and service area. The plan will detail any other contingency plan of actions.

d. The plans shall include the method and procedures for Government reporting of outages to the Utility 24 hours a day, every day. The plan shall include procedures for the Utility to provide status to the Government regarding outages, system damage, and power restoration.

e. The Utility's performance standards for the restoration of power.

The Service/Outage Restoration and Contingency Plans will be incorporated into the contract at time of award.

L.4.1.3. *Operations, Maintenance, and Repair Plans Subfactor*. The Offeror's resources, plans and methodology for providing appropriate, efficient and effective operation, maintenance, and repair of the electric utility systems. In addition to other information and data provided by the Offeror that is relevant to this subfactor, the proposal shall include and/or address:

a. Detailed plans, policies, and procedures for electric utility system operation, maintenance, and repair, to include substations, distribution systems, lighting systems, right-of-ways, etc. Plans shall ensure that the system is being operated and maintained in a manner consistent with its long-term ability to provide reliable, cost-effective, and compliant service.

b. Plans for electric utility system inspections and testing, e.g., testing and maintenance of substation breakers and associated overcurrent protection devices, inspection and maintenance of poles and overhead distribution feeders, inspection and maintenance of feeder line reclosers, etc.

c. Plans for recurring and preventative maintenance, e.g., distribution system maintenance, right-of-way maintenance, street lighting system maintenance, etc. Plans shall provide frequencies for proposed recurring and preventative maintenance procedures.

d. Details for system planning and records management.

e. Plans and details for updating and maintaining system maps.

f. Provide a sample joint-use agreement for Government cable and equipment attachments.

g. Provide methodology and proposed response to routine service requests.

h. The Utility's performance standards for the provision of utility service.

- i. The Utility's construction and maintenance standards and/or specifications for the electric utility systems.
- j. Plans for ensuring system reliability and service dependability.
- k. Plans for the minimization of system losses and power factor correction.
- l. Plans to ensure the availability and accessibility of repair parts and materials.

The Operations, Maintenance, and Repair Plans will be incorporated into the contract at time of award.

L.4.1.4. Quality Management Plan Subfactor. The Offeror's resources, plans, and methodology to ensure a superior level of performance and quality is provided. In addition to other information and data provided by the Offeror that is relevant to this subfactor, the proposal shall include and/or address:

- a. What methods and procedures the Contractor will use to ensure compliance with technical plans for system operation, maintenance, and repair; response to outages; and timely restoration of power.
- b. How the Quality Management Plan will ensure the safe and reliable operation of the system.
- c. Processes for obtaining customer feedback and translating feedback into appropriate process improvements.
- d. Utility's system of inspections or other quality assessment procedures and techniques, and performance metrics and standards to be used to assess and improve the quality and cost of contract work by identifying, reporting, and correcting deficiencies and preventing reoccurrence.
- e. Utility's personnel that provide the quality management oversight for the contract.
- f. Formal and informal interface and communication procedures.

L.4.1.5. Capital Upgrades for Renewals and Replacements Plan Subfactor. The Offeror's resources, plans, and methodology to prevent degradation of the electric utility systems, and support the long-term ability of the utility systems to reliably and efficiently provide the specified utility services. In addition to other information and data provided by the Offeror that is relevant to this subfactor, the proposal shall include and/or address:

- a. Detailed description of the Contractor's philosophy towards long-term capital renewals and replacements, and the procedures for identifying, financing and scheduling long-term capital renewals and replacements.

b. The Offeror shall establish and provide a 50-year schedule for renewals and replacements of major system components, submitted IAW applicable requirements of Section C, *Description / Specifications / Work Statement*, given the information available in this solicitation, through site visits, and other pertinent information.

c. Identify the standards and/or specifications for construction, maintenance, and management of the electric utility systems. At a minimum, address all applicable federal, state, interstate, and local laws/regulations, and best engineering and management practices consistent with the following:

National Electric Safety Code (American National Standards Institute (ANSI)-C2), National Electrical Manufacturers Association (NEMA), National Electric Code (NFPA-70), and current reference materials published by the Institute of Electrical and Electronic Engineers (IEEE), the Illuminating Engineering Society (IES), and the Insulated Cable Engineers Association (ICEA).

L.4.1.6. *Transition Plan Subfactor*. The Offeror's resources, plans, and methodology to ensure an effective and efficient transition to the Utility's provided services. In addition to other information and data provided by the Offeror that is relevant to this subfactor, the proposal shall include and/or address:

a. Proposed schedule for assumption of the electrical system with major tasks and duration identified.

b. The plan shall specifically address continuity of electric utility service, response to outages and the restoration of power, assuming operation and maintenance, and other responsibilities.

c. The Offeror's plans for providing the Utility's operations, maintenance, and service personnel familiarization with the Fort Leonard Wood electric distribution and lighting systems.

d. The Offeror's logistical approach to inventory and transfer of the Government's residual maintenance and repair stock.

L.4.2. *New Construction Support Capability Factor*. The Offeror's resources, plans, and methodology to ensure the Utility's capabilities to effectively and efficiently provide new construction requirements. In addition to other information and data provided by the Offeror that is relevant to this factor, the proposal shall include and/or address:

a. Provide a sample line extension policy (see paragraph C.22). Include policies for service to new facilities, and for changes to existing services, e.g., upgrade to three-phase, increased ampacity, etc.

b. List standards and specifications applicable to the construction of services and distribution systems.

c. Identify the use of any resources other than the Utility Contractor's, detailing any existing or planned agreements for support.

d. Address the Utility's interface with Government Agencies responsible for oversight of the design and construction, e.g., Directorate of Public Works, Army Corps of Engineers, Army Air Force Exchange Service, etc.

L.4.2.1. Planning and Design Subfactor. The Offeror's resources, plans, and methodology to provide adequate and timely planning and design support. In addition to other information and data provided by the Offeror that is relevant to this subfactor, the proposal shall include and/or address:

a. Plans for providing system information (capacity, service connection points, expansion requirements, etc.) essential for the Government's planning and programming efforts.

b. Plans for providing timely budgetary cost estimates to support the Government's planning and programming efforts.

c. Plans and resources for providing the design effort for electric utility system expansions, extensions, and services to facilities for Fort Leonard Wood's minor and major construction projects.

d. Discuss efforts during the design process for the interface and coordination with Government design personnel, Architectural and Engineering Firms design personnel, etc.

L.4.2.2. Construction Subfactor. The Offeror's resources, plans, and methodology for the coordination, execution, and timely completion of new construction requirements. In addition to other information and data provided by the Offeror that is relevant to this subfactor, the proposal shall include and/or address:

a. Plans, methodology, and resources for the construction of electric utility system extensions and services to existing facilities requiring electric service upgrades, and to new facilities provided as minor construction projects.

b. Plans, methodology, and resources for the construction of electric utility system expansions and services to facilities provided as major construction (MCA) projects.

c. Discuss efforts during the construction process for the interface and coordination with Government personnel, General Contractors, other Subcontractors, etc.

d. Describe how the Utility will ensure the timely execution and completion of the required electric utility construction, and the measures to be taken to ensure the utility work will not adversely impact project completion.

L.5 PAST AND PRESENT PERFORMANCE PROPOSAL.

Volume II, The Past and Present Performance Proposal shall substantiate the capability of the Offeror to successfully provide the specified electric utility services throughout the contract term, by providing relevant information on current and previous (within the past 5 years) electric utility service efforts. Offerors shall assume that the Government has no prior knowledge of their facilities and experience, and will base its evaluation on the information presented in the Offeror's proposal. The Offeror's proposal shall demonstrate their experience in owning and/or operating and/or maintaining utility systems of similar size and complexity as the Fort Leonard Wood electrical distribution systems, and in providing system expansions and facility connections. The Offeror shall provide the specified information and references for all proposed subcontractors that will be performing a significant portion of the work (15% or greater), and for each firm participating in a joint venture or teaming arrangement.

If an Offeror, or any proposed subcontractor or other participating firm, has no relevant past performance history, Offeror must affirmatively state that it possesses no relevant directly related or similar past performance.

The data must be practical, straightforward, specific, concise, and complete in every detail, and in addition to other relevant information and data provided, the Offeror shall provide a summary of comparable utility services provided, as follows:

a. Provide references for up to six (but a minimum of three) of the Offeror's largest electric utility service customers (by demand capacity), and/or electric service contracts, for which services similar in scope to those required by the RFP are provided. Customers and contracts cited, and references provided, should be recent (within 5 years of the date of the proposal). The references should provide the name of client contact. Ensure the referenced contact has the capability of addressing the items in the performance questionnaire (i.e. technical, financial, regulatory, etc.). If the Offeror fails to provide valid client contacts, performance references may not be considered. The Government may contact the Offeror's references to determine customer satisfaction with various aspects of the Offeror's performance. References other than those identified by the Offeror may be contacted by the Government and used in the evaluation of the Offeror's past performance.

1. For utility service customers, provide, as a minimum, the following information:

I. Indicate if you owned, operated, maintained the electrical distribution system, to include any substations, for the referenced customer. Indicate if the systems were located on the customer's site.

II. How much power or energy did you deliver to the customer's service connections? What was the peak demand? Please answer in term of kilowatt hours, megawatt hours; or kilowatts, megawatts. How many and what types of service connections were provided?

III. If you did not own, operate and/or maintain the substations, transformers, switchgear and distribution system, please describe; i.e. owned but subcontracted operation and maintenance;

did not own but managed operation and maintenance; operated the overhead distribution system but not the substations; etc.

IV. If you did own/operate the distribution system, did you own/operate the entire system or only a portion of it? Did you serve other customers?

V. Address problems encountered providing this service and your solutions to those problems. Provide other comments regarding your performance relevant to providing the referenced service.

2. Contracts listed may include those entered into with the Federal Government, agencies of state and local governments, and commercial customers. The list must include, as a minimum, the following information:

I. Name of acquisition or project. Include:

A. Contract/Project Number _____

B. Contract Type _____

C. Period of Performance _____

D. Original Contract \$ Value _____

E. Current Contract \$ Value _____

If Amounts for D and E above are different, provide a brief description of the reasons for the difference.

II. Description of contract or subcontract, to include description of electric utility services provided, and a description of electrical distribution system(s) involved. Indicate if you operated and/or maintained the substations, transformers, and distribution system; please describe; i.e. subcontracted operation and maintenance; managed operation and maintenance; operated the overhead distribution system but not the substations; etc.

III. COMPLETION DATE. Include:

A. Original Contractual Date: _____

B. Current Schedule: _____

C. Estimated Date of Completion: _____

D. How Many Times Completion Date Changed: _____

Provide primary causes of any/all changes.

IV. Specify by name any key individual(s) who participated in this contract and who is/are proposed to support this acquisition. Also, indicate their contractual roles for both acquisitions.

V. Address problems encountered on this contract and your solutions to those problems. Provide other comments regarding your performance of the contract.

VI. Describe/discuss the relevancy of the services you provided on referenced contract as they pertain to this specific acquisition.

3. For each utility service customer and/or contract, provide the information above, and as requested in this form for each reference.

A. OFFEROR NAME (COMPANY/DIVISION) AND LOCATION (CITY/STATE):

(Note: If the Company or Division performing this effort is different than the Offeror, or the relevance of this effort to the acquisition is impacted by any Company/Corporate organizational change, note those differences/changes and explain why the past performance should be attributed to the Offeror.)

B. CUSTOMER/CONTRACT SPECIFICS:

1. Customer/Contract Name/Number _____

2. Period of Service/Performance _____

4. \$ Value _____

**C. BRIEF DESCRIPTION OF EFFORT AS __UTILITY PROVIDER__PRIME CONTRACTOR, OR
__SUBCONTRACTOR.**

(Please highlight portions considered most relevant to current acquisition)

D. PRIMARY POINTS OF CONTACT:

Name: _____

Office: _____

Address: _____

Telephone: _____

E-mail: _____

Fax: _____

E. ADDRESS ALL PROBLEMS ENCOUNTERED WITH PROVIDING THIS SERVICE OR ON THIS CONTRACT, AND YOUR SOLUTIONS TO THOSE PROBLEMS.

b. Provide a description of electrical power distribution systems owned, operated and maintained to include, but not limited to; total number of electric service points, total number of primary circuit miles, total kW-hr delivered, total system peak demand in kW, and estimated Installed Cost of the distribution system(s). Do you own, operate and/or maintain the substations, and if so, provide a description, to include equipment summary?

c. Provide a description of street lighting systems owned, operated and/or maintained.

d. Provide a list of all electrical distribution system acquisitions within the last five years, to include system descriptions.

- e. Provide outage data for the previous five years (per year) describing the average annual outage time per customer (not including street lights, security light accounts, or similar services).
- f. Offeror may describe any quality awards or certifications that indicate Offeror possesses a high-quality process for developing and producing the product or service required. Identify the segment of the company (one division or the entire company) which received the award or certification. Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

L.6 COST PROPOSAL.

Volume III, the Cost Proposal, shall include sufficient detail and supporting data for effective evaluation, and for substantiating the validity of the proposed price and costs. The proposal shall substantiate the Utility's financial capability to provide the level of utility service required by this contract. The discussion and supporting data must be practical, straightforward, specific, concise, and complete in every detail.

L.6.1. Price / Cost Factor. The Offeror shall prepare cost proposals that identify the proposed monthly and annual cost for the services stated. As a minimum, the price and costs that must be factored into the proposal are stated in the Schedules in Section B, and in Section H.

a. Price / Cost Proposals shall be accompanied by supporting worksheets that itemize individual costs which support the Offeror's proposal. Offeror should provide explanatory text to clarify pricing factors and costs, as required.

i. For the operations and maintenance component of the annual facility rate, the Offeror shall clearly establish a direct correlation between the price listed for the component in Supplemental Schedule B-3; and the Continuity of Service, Outage Restoration, and Contingency Plans provided in accordance with Section L.4.1.2; and the Operation, Maintenance, and Repair Plans provided in accordance with Section L.4.1.3. The Offeror shall provide detailed pricing data for all labor (direct and indirect), materials and procurement costs, equipment, overhead costs, and any other cost identified by the Offeror.

ii. The Offeror shall provide worksheets and data to support the calculated Electric Distribution System Estimated Original Cost; the Total Accumulated Depreciation, and the Net Book Value listed in Supplemental Schedule B-2.

b. Data shall be provided to support the Contractor's cost to purchase the distribution systems at Fort Leonard Wood, and the price to be paid to the Government. The Offeror shall provide data supporting their determination of the recoverable portion of the purchase price.

c. Offerors proposing multiple cost options shall provide explanatory text to clarify pricing factors and costs.

d. Offerors shall propose costs for the Initial System Capital Upgrades and Services (C.23.2) and for the Capital Upgrades for Renewals and Replacements to Existing Systems (C.23.3). The proposed costs for the capital improvements shall be supported by worksheets and schedules.

i. Offeror shall provide information to support the price proposed for Initial System Capital Upgrades and Services in Supplemental Schedule B-2 which clearly establishes a direct correlation between the price and the Initial Capital Upgrades and Services Plan provided in accordance with L.4.1.1. The information will include the price for each upgrade or service. The worksheets will identify any salvage or other retained value.

ii. Offeror shall provide a 50-year schedule for the Capital Upgrades for Renewals and Replacements to Existing Systems as required in L.4.1.5. The Offeror shall clearly establish a direct correlation between the 50-year schedule and the Capital Upgrades for Renewals and Replacements to Existing Systems component in Supplemental Schedule B-3. If the correlation includes a salvage or other retained value, the Offeror shall clearly demonstrate the basis for the residual value.

e. Offerors shall describe their standard capital investment recovery mechanism, including amortization period(s) and recovery period.

f. Offerors shall provide the basis for the interest rate(s) used in all schedules. For example, an interest rate that is either a number of percentage points above or a number of percentage points below the annual interest rate on U.S. Treasury Bonds in effect at the time of award. Offerors shall propose an Annual Debt Interest Rate (Figure 29-1, d) to be used to calculate any Annual Payment for Capital Investments for System Expansion and Connection of Services for New or Renovated Facilities Funded by the Contractor (C.29.3), as either a number of percentage points above, or a number of percentage points below, the annual interest rate on U.S. Treasury Bonds that is in effect at the time of the contract modification incorporating the connection charge.

g. Description of regulatory constraints and performance. This should include a description of all regulatory influences and how they interface with the Offeror, specifically in the formulation of rates and schedules.

h. For price proposals for a proposed tariff, the Offeror shall provide an explanation of each tariff, how each tariff will be applied, any assumptions made in determining the applicable tariff, and the rationale for applying each tariff. The Offeror shall describe the rate(s), and how and what assumptions, if any, were used to determine the annual costs for the rate(s). The Offeror shall provide the service class, tariff schedule, and an explanation of the regulatory process that will apply prior to the imposition of future price changes. The Offeror shall include detailed information regarding how capital improvement costs for the Capital Upgrades for Renewals and Replacements to Existing Systems, as required in L.4.1.5, will be recovered by the Offeror.

- i. The Offeror shall describe the accounting system proposed for this contract.
- j. Summarize standard estimating system or method as it pertains to this acquisition.
- k. Offeror shall provide plans for rate stabilization (see H.3.1)

L.6.2. Financial Capability Factor.

Offeror shall identify how they plan to maintain adequate financial capability for a contract of this magnitude and length. The Offeror shall submit evidence of availability or working/operating capital that will be used for the performance of the resultant contract. For joint ventures/teaming arrangements, discuss each company's financial responsibilities. The above information shall be provided for all prime and all subcontractors with \$500,000 or more proposed. Offerors shall describe in detail their capability to finance the utility system purchase price, any applicable CIAC tax payment, renewals and replacements, and initial and future capital upgrades. The Offeror shall indicate whether or not they have an investment-grade rating or equivalent.

a. Offeror shall provide copies of the most recent three years' annual reports or financial statements that have been certified by a CPA for the organization. The most recent year must be dated within 12 months of the submitted proposal. Provide the name, address, and telephone number of the firm or CPA that prepared or certified the financial statements.

b. Offeror shall provide Statements of Cash Flow projection for the next 12 months for the firms or corporations proposed, and year-to-date financial information through the last quarter available.

c. Provide a list of the providers of debt and equity that have financed recent projects. Describe the proposed financing methodology that will be used.

d. If the Offeror plans to rely on financial support from other resources, identify the maximum lines of credit that may be available to include documentation to support the amounts and a point of contact and phone number for the lender. The maximum lines of credit should be based upon inclusion of this contract effort.

e. List similar projects previously financed by your firm. Identify problems associated with obtaining the financing and indicate the strategy for elimination or minimization of these problems for this project.

f. Describe legal or administrative proceedings currently pending or concluded, conducted against the firm within the last five years which relate to procurement or performance of public or private contracts (include for all firms which will participate principally as team members). Disclose whether your firm (or its predecessors, if any) has been insolvent or filed for bankruptcy within the past five years.

g. Description of how this acquisition is anticipated to affect the Contractor's financial stability and future financing capability (bond rating, revenue-to-debt ratio, ability to borrow money, etc.).

L.7. SUBCONTRACTING PLAN. Large Business firms must submit with their proposal a subcontracting plan as required by FAR 52.219-9.

L.8. ACCEPTANCE OF PROPOSALS. The Government reserves the right:

a. To accept only those proposals which conform to all terms and conditions contained in the Request for Proposal and which demonstrate an understanding of the problems involved and the scope of the project; and

b. To reject as unacceptable proposals that do not conform to all requirements expressed in the Request for Proposals without further evaluation, deliberation, or discussion.

L.9. DISPOSITION OF PROPOSALS. Proposals submitted in response to this solicitation will not be returned.

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

(1) Company name.

(2) Company address.

(3) Company telephone number.

(4) Line of business.

(5) Chief executive officer/key manager.

(6) Date the company was started.

(7) Number of people employed by the company.

(8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dnb.com.

(End of provision)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001)—ALTERNATE I (OCT 1997)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

- (i) The solicitation number;
 - (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
 - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
 - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
 - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) Submission, modification, or revisions of proposals. (i) Offerors are responsible for submitting proposals, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
- (ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
- (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
- (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (3) It is the only proposal received.
- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in

this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

- (i) The overall evaluated cost or price and technical rating of the successful offeror;
- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
- (iii) A summary of the rationale for award; and
- (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from :

Directorate of Contracting, P.O. Box 140, 561 Iowa Avenue, Fort Leonard Wood, Missouri
65473

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.237-1 SITE VISIT (APR 1984)

- (a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 199)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter ``CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

SECTION M Evaluation Factors for Award

M. EVALUATION CRITERIA AND FACTORS FOR AWARD.

M.1 EVALUATION AND SELECTION.

M.1.1 *Evaluation and Source Selection.* A detailed evaluation will be made of each Offeror's proposal and the results provided to the Directorate of Contracting (DOC) Director for source selection decision. The decision will be based on an integrated assessment of the areas set forth in detail below to determine the proposal most advantageous to the Government. The Government reserves the right to select and make an award to other than the lowest priced offer, or to other than the Offeror with the highest technical score, if the Contracting Officer determines that to do so would result in the greatest value to the Government. The best value will be the proposal that offers the lowest realistic price for a fully satisfactory level of service, meeting all technical requirements, and posing a low risk for failure based on a satisfactory past performance history and a good balance (price realism) between price and the level of service offered in the Technical Proposal. Award may be made to the superior offer, regardless of cost or price, provided that price is determined reasonable and affordable, and it is determined that privatization is in the long-term economic interest of the Government. Offerors must recognize that the subjective judgment of the Government evaluators is implicit in the evaluation process.

M.1.2 *Discussions.* The Government may establish a competitive range from the responsive Offerors and ask for an oral presentation to the evaluation board at Fort Leonard Wood, Missouri. The presentation shall be limited to two hours. Offerors will provide a written synopsis of their presentation to the board at the time of the presentation. After each presentation there will be a question and answer session over the material presented and the written portion of Offeror's proposals. At the Government's option, the Government may conduct written discussions, either in-lieu-of or in addition to the oral discussions, with the responsive Offerors within the competitive range.

M.2 EVALUATION FACTORS FOR AWARD.

M.2.1 *Evaluation Factors.* A team of Government employees and consultants selected by the Contracting Officer will evaluate proposals. The significant evaluation factors, and the subfactors for the ones that are subdivided as appropriate for scoring, are as follows:

a. There are five (5) significant evaluation factors:

- (1) Technical Capability
- (2) Financial Capability
- (3) Past Performance
- (4) New Construction Support Capability
- (5) Price / Cost

b. There are six (6) subfactors for the Technical Capability Factor:

- (1) Initial System Upgrades and Services Plan
- (2) Continuity of Service, Outage Restoration, and Contingency Plans
- (3) Operations and Maintenance Plans
- (4) Quality Management Plan
- (5) Capital Upgrades for Renewals and Replacements Plan
- (6) Transition Plan

c. There are two (2) subfactors for the Price / Cost Factor:

- (1) Lowest Realistic Cost
- (2) Price Realism

d. There are two (2) subfactors for the New Construction Support Capability Factor:

- (1) Planning and Design
- (2) Construction

M.2.2 *Relative Importance of Factors.* For the purpose of evaluating the proposals for this solicitation, the Technical Capability and Financial Capability Factors are of equal importance and are individually more significant than either the Past Performance Factor or New Construction Support Capability Factor. The Past Performance and New Construction Support Capability Factors are of equal importance. The Price / Cost Factor will be evaluated for realism and will be a significant consideration in the final source-selection decision.

M.2.3 *Relative Importance of Subfactors.* The Technical Capability and New Construction Support Capability Factors will be evaluated at the subfactor level.

a. Under the Technical Capability Factor, Subfactors 2 and 3 are the most significant and of equal importance. Subfactors 1 and 5 are of equal importance but are less significant than Subfactors 2 and 3. Subfactors 4 and 6 are of equal importance but are the least significant.

b. Under the Price / Cost Factor, Subfactors 1 and 2 are of equal importance.

c. Under the New Construction Support Capability Factor, Subfactors 1 and 2 are of equal importance.

M.2.4 *Relative Importance of Price / Cost.* Source selected will be the responsible Offeror whose proposal is technically acceptable and offers the best overall value to the Government, price and other factors considered. This will be determined by comparing differences in the value of the above technical factors and cost to the Government. The closer the final evaluated technical factor scores of acceptable offers are to one another, the greater will be the importance of price and cost factors in making the source determination. The closer the final price and cost factors are to one another, the greater will be the importance of the technical scores in making the source determination.

M.3 EVALUATION CRITERIA FOR FACTORS.

The criteria for evaluating the significant evaluation factors and subfactors are:

a. Technical Capability. Evaluation of the Utility's resources, plans, and methodology to ensure the Utility's technical capabilities to maintain and operate the electric utility systems in a safe, reliable condition so as to effectively provide the required level of electric utility services throughout the contract period.

(1) Initial System Upgrades and Services Plan. Evaluated for the degree to which the plan ensures that the electric utility systems, as purchased, are brought up to regulatory and utility industry standards, and that specified initial services are provided.

(2) Continuity of Service, Outage Restoration, and Contingency Plans. Evaluated for the degree to which the plans ensure an appropriate, efficient and effective response to electric service interruptions and contingencies.

(3) Operations and Maintenance Plans. Evaluated for the degree to which the plans ensure appropriate, efficient and effective operation and maintenance of the electric utility systems.

(4) Quality Management Plan. Evaluated for the degree to which the plans ensure a superior level of performance and quality.

(5) Capital Upgrades for Renewals and Replacements Plan. Evaluated for the degree to which the plans prevent degradation of the electric utility systems, and support the long-term ability of the utility systems to provide the specified utility services.

(6) Transition Plan. Evaluated for the degree to which the plan will ensure an effective and efficient transition.

b. Financial Capability. Evaluated for the degree to which the Utility's financial stability, long-term capital, and working capital needs are assured.

c. Past Performance. Evaluated on the degree to which current and previous (within the past 5 years) contracts, or other electric utility service efforts, indicate the probability of the Offeror successfully providing the specified electric utility services throughout the contract term.

d. New Construction Support Capability. Evaluation of the Offeror's resources, plans, and methodology to ensure the Utility's capabilities to effectively and efficiently provide new construction requirements.

(1) Planning and Design. Evaluated for the degree to which adequate and timely planning support is assured, and the resources to ensure appropriate design capabilities are provided.

(2) Construction. Evaluated for the degree to which coordination, execution, and completion of new construction is assured.

e. Price / Cost. The Price / Cost Factor will be evaluated for realism and will be a significant consideration in the final source-selection decision. The price factor will be evaluated for reasonableness and realism in accordance with FAR Part 15.404-1 (d). Realism will be based on an evaluation of the cost information provided in support of the offered price to determine if the costs reflect a clear understanding of the requirements; are consistent with the various elements of the offer's technical proposal; are not unbalanced; and are neither excessive nor insufficient for the effort to be accomplished. Reasonableness will be determined based on prices submitted by the competition, current market conditions, and comparison to the Government estimate, as appropriate.

Offerors are advised that the evaluation process will include a comparison of the prices and data in the Price / Cost Proposal to the information and data presented in the Technical Proposal for consistency and realism. If the level of effort offered to the Government in the Technical Proposal is inconsistent with the prices and data included in the Offeror's Price / Cost Proposal, such inconsistencies will have a negative impact on the Offeror's evaluation for price realism. In addition such inconsistencies could also have a negative impact on the evaluation for the Offeror's Technical Proposal.

Lowest Realist Cost. The Government wishes to procure the services specified in the solicitation at the lowest realistic cost. A proposal with high marks for price / cost realism could receive low marks for this subfactor if the services offered in the Technical Proposal exceed the requirements specified in the solicitation.

M.4 SUBCONTRACTING PLAN.

The Subcontracting Plan will not be evaluated or scored. The plan will be reviewed for compliance with the requirements of FAR 52.219-9.

M.5 COMPARISON OF OFFERED PRICES WITH THE GOVERNMENT ESTIMATE

a. Contract award for the acquisition of electric utility services can only be made to the Utility whose offer is determined to provide best value utility service to the installation if the Government conveys the electric utility system, as authorized under 10 USC § 2688. The Government can only convey the utility system if it determines that (1) the long-term economic benefit of the conveyance to the United States exceeds the long-term economic cost of the conveyance to the United States, and (2) the conveyance will reduce the long-term costs of the United States for the electric utility services provided by the utility system concerned.

b. The price and cost data provided in the offer determined to provide best value to the installation will be compared to the Government's estimate for its continued ownership, operations, maintenance, and repair of the electric utility systems to determine if privatization is

in the long-term economic interest of the Government. To determine whether that criterion is met, the Government will develop a projected 50-year cash flow.